

**SECTION 03010
CONCRETE**PART 1 - GENERAL1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the concrete work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".
- B. Including but not necessarily limited to the following:
1. Form work, shoring, bracing and anchorage.
 2. Concrete reinforcement and accessories.
 3. Cast-in-place concrete.
 4. Plugging abandoned pipelines and/or structures in place.

1.03 RELATED WORK

- A. Section 02510 - Concrete sidewalk
- B. Section 02513 - Asphaltic Concrete Paving - General
- C. Section 02515 - Portland Cement Concrete Paving.
- D. Section 03300 - Cast-in-Place Concrete.
- E. All applicable sections of Division 1, 2, 3 and 4.

1.04 QUALITY ASSURANCE

- A. All work shall be in accordance with ACI 301, latest edition, a copy of which shall be maintained on site.
- B. Requirements of Regulatory Agencies: Perform work in accordance with local building and other applicable codes.
- C. Installation: Performed only by skilled workmen with satisfactory record of performance on completed projects of comparable size and quality.
- D. Inspection and Testing:
1. Test Cylinders - As per ASTM C-39.

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- a. Minimum of three (3) concrete test cylinder shall be taken for every 75 or less cubic yards of concrete placed each day.
 - b. Minimum of one (1) slump test shall be taken during any cold weather concreting, and be cured on job site under same conditions as the concrete it represents.
2. Slump Test - As per ASTM C-143.
 - a. Minimum of one (1) slump test shall be taken for each set of test cylinders taken.

1.05 SUBMITTALS

- A. Test Reports: Reports of concrete compression, yield, air content and slump tests.
- B. Certificates:
 1. Manufacturer's certification that materials meet specification requirements.
 2. Material content per cubic yards of each class of concrete furnished.
 - a. Dry weights of cement.
 - b. Saturated surface-dried weights of fine and course aggregate.
 - c. Quantities, type and name of all mixtures.
 - d. Weight of water.
 3. Ready-mix delivery tickets as per ASTM C-94.
- C. Shop Drawings:
 1. Show sizes and dimensions for fabrication and placing of reinforcing steel and bar supports.
 2. Indicate reinforcement sizes, spaces, locations and quantities or reinforcing steel, and wire fabric, bending and cutting schedules, splicing and supporting and spacing devices.
 3. Indicate formwork dimensioning, materials, arrangement of joints and ties.
 4. Shop drawings shall be prepared under seal of a Professional Structural Engineer, registered in the State of Florida.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

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**SECTION 03010
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- A. Allowable concrete temperatures:
 - 1. Hot weather: Maximum 90 degrees Fahrenheit as per ASTM C-94.
- B. Do not place concrete during rain, unless protection is provided.

PART 2 - PRODUCTS**2.01 FORM MATERIALS**

- A. Materials shall conform to ACI 301, latest edition.
- B. Plywood forms: Douglas Fir Species, solid one side, form grade, sound undamaged sheets.
- C. Lumber: Southern Pine Species, No. 2 Grade, with grade stamp clearly visible.
- D. Form Ties: Removable, snap-off metal, of fixed and adjustable length, cone ends.
- E. Tubular Column Type: Round, spirally wound laminated fiber material, clearly visible.

2.02 REINFORCING STEEL

- A. Reinforcing steel shall conform to ASTM A615, 60 ksi yield grade billet steel reformed bars; uncoated finish.
- B. Welded steel wire fabric shall conform to ANSI/ASTM A185, plain type; coiled rolls, uncoated finish.

2.03 CONCRETE MATERIALS

- A. Cement: shall conform to ASTM C150, normal Type II Portland, gray color.
- B. Fine and coarse aggregate shall conform to ASTM C33.
- C. Water: clean and not detrimental to concrete.

2.04 ADMIXTURES

- A. Air Entraining: ASTM C-260
- B. Chemical: Type (as required) ASTM C-494.
- C. Fly Ash and Pozzolans: ASTM C-618
- D. Color - Conditioned Concrete: ASTM C-494 and ASTM C-979

2.05 ACCESSORIES

- A. Non-shrink grout: pre-mixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; capable of minimum compressive strength of 3500 psi.

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- B. Construction joints: locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to the ENGINEER. Place construction joints perpendicular to the main reinforcement, continue reinforcement across construction joints.
- C. Expansion joints: shall be 3/4-inch thick asphalt impregnated fiberboard as per ASTM D-1751.
- D. Form release agent shall be a colorless material, which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.
- E. Water shall be clear and potable.

2.06 CURING MATERIALS

- A. Water shall be clean and potable.
- B. Absorptive mat shall be burlap fabric of 9 oz./sq. yd. clean, roll goods complying with AASHTO M182, Class 3.
- C. Membrane curing compound shall conform to ASTM C309.
- D. Clear Sealer: "Clear Bond" as manufactured by Guardian Chemical Co., Dayton Day-Chem Cure-W (J-9-A) or approved equal.
- E. Color curing compound shall be liquid membrane-forming conforming to ASTM C 309 two-component Lithochrome Colorwax by L.M. Scofield Company, or approved equal, color to match admixture for color-conditioned concrete.

2.07 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Concrete:
 - 1. Compressive strength (28 days): 3000 psi.
 - 2. Slump: 3 (±) 1.0 inch.
- C. Concrete / Flowable fill for grouting and plugging:
 - 1. Compressive strength (28 days) 2000 psi.
 - 2. Slump: as required to grout and plug.

PART 3 - EXECUTION**3.01 FORMWORK ERECTION**

- A. Verify lines, levels, and measurement before proceeding with formwork.
- B. Hand trimmed sides and bottom of earth forms; remove loose dirt.

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- C. Align form joints.
- D. Do not apply form release agent where concrete surfaces receive special finishes or applied coatings, which may be affected by agent.
- E. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.

3.02 REINFORCING

- A. Place, support and secure reinforcement against displacement.

3.03 PLACING CONCRETE

- A. Color Conditioned concrete, when batching, shall not be less than one-third of the capacity of the mixing drum (a minimum of four yards for a ten yard mixer) and will be in full cubic yard increments.
- B. Notify ENGINEER minimum 24-hours prior to commencement of concreting operations.
- C. Scratch, float, trowel, broom or belt finish surfaces, as scheduled or indicated on the Drawings.
- D. Place 2000 psi concrete for pugging and grouting pipelines and structures in-place as required after proper connection to new service and function of system is complete.

3.04 TOLERANCES

- A. Provide Class B tolerance to floor slabs according to ACI 301. Pitch to drains 1/4 inch per foot.

3.05 FINISHES FOR EXPOSED SURFACES

- A. Provide exposed surfaces with finishes as called for on the Drawings.

3.06 CONCRETE CURING

- A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.
- B. Apply a liquid membrane-forming compound, conforming with ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturers recommendations.

3.07 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete work shall be included in the bid price of any item in the Bid Schedule for which concrete products, materials, or appurtenances are required.

END OF SECTION 03010

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**SECTION 03100
CONCRETE FORM WORK**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 WORK INCLUDED

- A. Formwork for Cast-In-Place Concrete, with shoring, bracing, and anchorage.
- B. Openings for other affected work.
- C. Form accessories.
- D. Stripping forms.

1.03 RELATED WORK

- A. Section 03010 - Concrete.
- B. Section 03200 - Concrete Reinforcement.
- C. Section 03300 - Cast-In-Place Concrete.

1.04 SYSTEM DESCRIPTION

- A. Design, engineer and construct formwork, shoring and bracing to meet design code requirements, so that resultant concrete conforms to required shapes, lines, and dimensions.

1.05 QUALITY ASSURANCE

- A. Construct and erect concrete formwork in accordance with ACI 301 and 347.

1.06 SUBMITTALS

- A. Indicate pertinent dimensions, materials, and arrangement of joints and ties.
- B. Prepare shop drawings under seal of Professional Structural Engineer registered in the State of Florida.
- C. Manufacturers certification that materials meet specification requirements.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials in accordance with manufacturers recommendations.
- B. Deliver form materials in manufacturer's packaging with installation instructions.
- C. Store off ground in ventilated and protected area to prevent deterioration from moisture or damage.

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- D. Remove packaging from void forms.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. Plywood: Douglas Fir Species; medium density overlaid one side grade; sound, undamaged sheets with straight edges.
- B. Lumber: Southern Pine Species; No. 2 grade; with grade stamp clearly visible.
- C. Tubular Column: Round, of spirally wound laminated fiber type; surface treated with release agent; of size required.

2.02 FORMWORK ACCESSORIES

- A. Form Ties: Snap-off metal of adjustable length; cone type; 1 1/2 inch break back dimension; free of defects that will leave holes no larger than 1-1/4 inches diameter in concrete surface.
- B. Form Release Agent: Colorless material which will not stain concrete, absorb moisture, or impair natural bonding in color characteristics of coating intended for use on concrete.
- C. Fillets for Chamfered Corners: Wood strips or rigid PVC plastic in maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required; or strength and character to maintain formwork in place while placing concrete.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify lines, levels, and measurements before proceeding with formwork.

3.02 PREPARATION

- A. Hand-trim sides and bottoms of earth forms; remove loose dirt prior to placing concrete.
- B. Minimize form joints. Symmetrically align joints and make weathertight to prevent leakage of mortar.
- C. Arrange and assemble formwork to permit dismantling, stripping, so that concrete is not damaged during its removal.
- D. Arrange forms to allow stripping without removal of principal shores, where required to remain in place.

3.03 ERECTION

- A. Provide bracing to ensure stability of formwork. Strengthen formwork liable to be overstressed by construction loads.
- B. Camber slabs and beams to achieve ACI 301 tolerances.

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- C. Provide temporary ports in formwork to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain. Close ports with tight fitting panels, flush with inside face of forms, neatly lifted so that joints will be apparent in exposed concrete surfaces.
- D. Provide expansion strips on external corners of beams and columns, where exposed.
- E. Install void forms. Protect from moisture before concrete placement. Protect from crushing during concrete placement.
- F. Construct formwork to maintain tolerances in accordance with ACI 301.

3.04 APPLICATION OF FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
- B. Do not apply form release agent where concrete surfaces are scheduled to receive special finishes or applied coverings, which may be affected by agent. Soak contact surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for work embedded in or passing through concrete.
- B. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- C. Install accessories in accordance with manufacturer's instructions, level and plumb. Ensure items are not disturbed during concrete placement.

3.06 FORM REMOVAL

- A. Notify ENGINEER prior to removing formwork.
- B. Do not remove forms and shoring until concrete has sufficient strength to support its own weight, and construction and design loads which may be imposed upon it. Remove load-supporting forms when concrete has attained 75 percent of required 28-day compressive strength, provided construction is reshored.
- C. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F for 24-hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- D. Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in place concrete by testing field-cured specimens representative of concrete location of members.

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CONCRETE FORM WORK

- E. Reshore structural members due to design requirements or construction conditions to permit successive construction.
- F. Remove formwork progressively so no unbalanced loads are imposed on structure.
- G. Do not damage concrete surfaces during form removal.
- H. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.
- I. Remove formwork in same sequence as concrete placement to achieve similar concrete surface coloration.

3.07 CLEANING

- A. Clean forms to remove foreign matter as erection proceeds.
- B. Ensure that water and debris drain to exterior through clean-out ports.

3.08 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete formwork shall be included in the bid price of any item in the Bid Schedule for which concrete formwork is required.

END OF SECTION 03100

**SECTION 03200
CONCRETE REINFORCEMENT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 WORK INCLUDED

- A. Reinforcing steel bars, welded steel wire fabric, fabricated steel bar or rod mats for cast-in-place concrete.
- B. Support chairs, bolsters, bar supports, spaces, for supporting reinforcement.

1.03 RELATED WORK

- A. Section 03010 - Concrete.
- B. Section 03100 - Concrete Formwork.
- C. Section 03300 - Cast-In-Place Concrete.

1.04 QUALITY ASSURANCE

- A. Perform concrete reinforcement work in accordance with CRSI Manual and Standard Practice, and Documents 63 and 65.
- B. Conform to ACI 301.

1.05 SUBMITTALS

- A. Indicate sizes, spacings, locations and quantities of reinforcing steel, bending and cutting schedules, splicing, stirrup spacing, supporting and spacing devices.
- B. Prepare shop drawings under seal of Professional Structural ENGINEER registered in the State of Florida.
- C. Submit mill test certificates and supplied concrete reinforcing, indicating physical and chemical analysis.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel: ASTM A615, 60-ksi-yield grade billet-steel, deformed bars, uncoated finish.
- B. Welded Steel Wire Fabric: ANSI/ASTM A185 plain type; in coiled rolls; uncoated finish.
- C. Stirrup Steel: ANSI/ASTM A82.

2.02 ACCESSORY MATERIALS

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CONCRETE REINFORCEMENT**

- A. Tie Wire: Minimum 16 gauge annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during installation and placement of concrete, including load bearing pad on bottom to prevent vapor barrier puncture.
- C. Chairs, Bolsters, Bar Supports, Spacers Adjacent to Architectural Concrete Surfaces: Plastic coated or stainless steel type; sized and shaped as required.

2.03 FABRICATION

- A. Fabricate in accordance with ACI 315, providing concrete cover specified in Section 03300.
- B. Locate reinforcing splices not indicated on Drawings at points of minimum stress. Indicate location of splices on shop drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Before placing concrete, clean reinforcement of foreign particles or coatings.
- B. Place, support, and secure reinforcement against displacement. Do not deviate from alignment or measurement.
- C. Do not dispose or damage vapor barrier required by Section 03300.

3.02 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete reinforcement work shall be included in the bid price of any item in the Bid Schedule for which concrete reinforcement is required.

END OF SECTION 03200

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the Cast-In-Place Concrete Work, as indicated on the drawings, as specified herein or both.
- B. Including but not necessarily limited to the following:
1. Cast-In-Place concrete walls, footings, foundation walls, paving, walks, slabs, formwork, reinforcing and all other components as indicated on the Drawings.

1.03 RELATED WORK

- A. Section 03010 - Concrete.
- B. Section 03100 - Concrete Form Work.
- C. Section 03200 – Concrete Reinforcement.
- D. Section 03370 - Concrete Curing.
- E. Section 02510 – Concrete Sidewalk.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum of five years of experience on 5 comparable concrete projects.
- B. Requirements of Regulatory Agencies: Perform work in accordance with local building codes.
- C. Allowable Tolerances: Flat work true to plane 1/8 inch in 10 feet.
- D. Slump tests as per ASTM C-143, and test cylinders as per ASTM C-39.

1.05 TESTS

- A. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of work.
- B. Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- C. Tests of cement and aggregates will be performed to ensure conformance with requirements stated herein.
- D. Three (3) concrete test cylinders will be taken for every 75 cu. yds. or less of each class of

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concrete placed each day.

- E. One (1) slump test will be taken for each set of test cylinders taken.
- F. All testing shall be at the expense of the CONTRACTOR.

1.06 SUBMITTALS

- A. Provide product data for specified products.
- B. Test Reports: Reports of concrete compression, yield, air content, and slump tests.
- C. Certificates:
 - 1. Manufacturer's certification that materials meet specification requirements.
 - 2. Material content per cubic yard of each class of concrete furnished.
 - a. Dry weights of cement.
 - b. Saturated surface-dried weights of fine and coarse aggregate.
 - c. Quantities, type and name of admixtures.
 - d. Weight of water.
 - 3. Ready-mix delivery tickets, ASTM C-94.
- D. Shop Drawings:
 - 1. Show sizes and dimensions for fabrication and placing of reinforcing steel and bar supports.
 - 2. Indicate bar schedules, stirrup spacing, and diagrams of bend bars.
 - 3. Detail items of form systems affecting appearance of architectural concrete surfaces such as joints, tie holes, liners, patterns and textures. Show items in relation to entire form system.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Allowable concrete temperatures:
 - Hot Weather: Maximum 90 degrees Fahrenheit as per ASTM C-94.
- B. Do not place concrete during rain, unless protection is provided.

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**SECTION 03300
CAST-IN-PLACE CONCRETE**

PART 2 - PRODUCTS

2.01 MATERIALS & MANUFACTURERS

- A. Concrete Ready-Mix concrete ASTM C-94.
1. Cement:
 - a. ASTM C 150, Type II
 2. Admixtures:
 - a. Air entraining: ASTM C-260
 - b. Chemical: Type (as required) ASTM C-494
 - c. Fly ash and pozzolans: ASTM C-618
 - d. Vapor Barrier: 6-mil thick film of type recommended for below grade application.
 3. Coarse aggregate: Not less than 50% clean, hard, crushed stone conforming to requirements of Table 2, size number 467 ASTM C-33.
 4. Slump 3 in. with a tolerance of (\pm) 1.0 in.
 5. Air content: 5% + 1%.
 6. Mix proportioning:
 - a. In accordance with ASTM C-94.
 - b. 28 day compressive strength of moist cured laboratory samples 3,000 PSI.
 - c. Use set retarding admixtures during hot weather only when approved by ENGINEER.
 - d. Minimum cement contents 5 sacks/cubic yards.
 - e. Add air-entraining agent to concrete work exposed to exterior.
 7. Curing Material: Liquid membrane, ASTM C-309, Type 1.
 8. Mixes:
 - a. ASTM C-94
 - b. Mix concrete only in quantities for immediate use.
 - c. Do not retemper or use set concrete.

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**SECTION 03300
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- B. Bars.
 - 1. Deformed billet steel: ASTM A 615, Grade 60.
- C. Wire Fabric:
 - 1. Welded Wire Fabric Steel: ASTM A 185
- D. Tie Wire: FS QQ-W-461-G, annealed steel, black 16 ga. minimum.
- E. Bar supports: Conform to "Bar Support Specification," CRSI Manual of Standard Practice.
- F. Forms:
 - 1. Conform with ACI 347, Chapter 3, Material and Form Work.
 - 2. Lumber:
 - a. Softwood framing lumber: Kiln dried, PS-20.
 - b. Boards less than 1 1/2 in. thick and 2 in. wide, used for basic forms and form liners: Kiln dried.
 - c. Grade marked by grading rules agency approved by American Lumber Standards Committee.
 - d. Light framing or studs for board or plywood forms, 2 in. to 4 in. width and thickness Construction Standard grade.
 - e. Boards for basic forms Construction Standard grade.
 - f. Board surface: Smooth.
 - 3. Plywood:
 - a. Exterior type softwood plywood, PS 1-66.
 - b. Each panel stamped or branded indicating veneer grades, species, type and identification.
 - c. Wood faced plywood for architectural concrete surfaces.
 - 1. Panel veneer grades: B - C.
 - 2. Mill-oiled sides and mill-sealed edges of panels.
 - 4. Ties:
 - a. Materials: Stainless Steel.
 - b. Type: Snap Ties.

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- c. Depth of breakback: 1 in.
- d. Maximum diameter 1/4 in.
- 5. Form coatings:
 - a. Non-staining type.
 - b. Agent: Pine oil derivative.
- G. Water: Clean and potable.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Conform to ACI 347, Chapter 2, Construction; and Article 4.2, architectural Concrete.
- B. Framing, Bracing and Plywood Form Liners: APA Form V 345-72.
- C. Provide temporary openings in framework for concrete placement.
- D. Fill voids of plywood joints with sealant and tool smooth.
- E. CONTRACTOR is responsible for the design, construction, removal and complete safety of formwork and shoring.
- F. Form construction shall be provided to shape, lines dimensions of members shown; substantial, tight enough to prevent leakage, and properly braced or tied to maintain position and size, form sides and bottoms of members unless specifically excepted.

3.02 REINFORCING

- A. Fabrication shall be provided to latest ACI Manual of Practice ACI-315.
- B. Reinforcing free from excessive rust, scale or coating reducing bond. Bars bent cold in fabrication plant. Chairs, support bars, and other accessories furnished to carry and provide coverage as required by ACI Manual.
- C. Unless otherwise indicated the minimum coverage is 3 in. for footings (slabs to have 3/4 in. minimum). Call any "crowding" of reinforcement to ENGINEERs attention during placing.
- D. Splices shall be Mesh 6 in. lap, bars 30 X diameter minimum.
- E. Conduit or pipes embedded in concrete must have specific approval and be located to avoid cracking or reduction in strength. Provide extra strong pipe sleeves where pipes are allowed to pierce concrete beams or walls.
- F. Placement:
 - 1. Bar supports: CRSI 65.

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2. Reinforcing bars: CRSI 63.
- G. Steel Adjustment:
1. Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, expansion joints, or embedded items.
 2. Do not move bars beyond allowable tolerances without concurrence of ENGINEER.
 3. Do not heat, bend or cut bars without concurrence of ENGINEER.
- H. Splices:
1. Lap splices: Tie securely with wire to prevent displacement of splices during placement of concrete.
 2. Splice devices: Install in accordance with manufacturer's written instructions.
 3. Welding: Perform in accordance with AWS Standards.
 4. Do not splice bars except at locations shown on drawings without concurrence of ENGINEER.
- I. Wire Fabric:
1. Install in longest practicable length.
 2. Lap adjoining pieces one full mesh minimum, and lay splices with 16-gage wire.
 3. Offset end laps in adjacent widths to prevent continuous laps.
- J. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.
- K. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.
- 3.03 JOINTS
- A. Construction pours shall be continuous pours except where joints are indicated. No additional joints except by special acceptance in writing by the ENGINEER. Allow no construction or interrupted pour joints in any exposed surface, unless treated as part of design.
1. Where indicated and as detailed, provide saw cut type construction joints of sizes as called for on the drawings.
- B. Expansion joints shall be constructed as shown on drawings.
1. Expansion material shall be 3/4" continuous full depth strips set 1/2" below finish surface with 1/2" x 3/4" joint sealant filler above.

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3.04 BUILT-IN ANCHORING DEVICES, FIXTURES, PIPE SLEEVES AND OTHER INSERTS

- A. Build-in and coordinate as required and called for on the drawings all items to be constructed into concrete such as anchoring devices, fixtures, piping, sleeves and other inserts and items as required for a complete installation.

3.05 INSPECTION

- A. Assure that excavation and formwork are completed, with smooth rubbed finish, and that excess water is removed.
- B. Check that reinforcement is secured in place.
- C. Verify that expansion joint material, anchors, and other embedded items are secured in position.
- D. Verify anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not cause hardship in placing concrete.

3.06 CONCRETE QUALITY

- A. Design of mix shall be a laboratory designed mix to satisfy the following requirements and shall be approved by the ENGINEER.
1. Ready mixed concrete as per ASTM C-94 with 28 day strength 3,000 PSI minimum, for all standard grey concrete work.
 2. Proportion the concrete to work readily into forms and around reinforcement, without excessive manipulation, segregation or water gain. Approved additives may be used to achieve the above results.
 3. Slump shall be maximum 3 in. for footings, and for all other concrete shall be 3 in. within a range of (\pm) 1.0 inch.
 4. Submit for approval representative test results by independent laboratory to substantiate proposed mix design.

3.07 PREPARATION FOR POURS

- A. Notify the OWNER's Representative, ENGINEER and other inspectors at least 36 hours prior to inspection.
- B. Equipment forms, and reinforcing shall be clean and wet down, reinforcing firmly secured in place, runways set up and not resting on or displaying reinforcing.
- C. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instruction.
- D. At locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with non-shrink grout.

**SECTION 03300
CAST-IN-PLACE CONCRETE**

3.08 PLACING

- A. Mixing and conveying shall be as per ASTM C-94 and as follows:
1. Maximum elapsed time from addition of water to placing in forms -60 minutes, (total mixing time).
 2. Concrete handled and placed by methods, which keep concrete plastic, prevent separation of materials, and do not displace reinforcement.
- B. Deposit as close as possible to final position to avoid segregation of materials. Restrict drop to 3 foot maximum (less for exposed concrete), using tremie if necessary.
1. Compact by mechanical vibration to thoroughly work around reinforcing and eliminate honeycomb.
- C. Place concrete in accordance with ACI 301.
- D. Hot Weather Placement: ACI 301.
- E. Cold Weather Placement: ACI 301.
- F. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.
- G. Maintain concrete cover around reinforcing as follows:
- | <u>Item</u> | <u>Coverage</u> |
|--|-----------------|
| Beams | 1 1/2 inch |
| Supported Slabs | 3/4 inch |
| Column Ties | 1 1/2 inch |
| Walls (exposed to weather or backfill) | 2 inch |
| Footings and Concrete Formed Against Earth | 3 inch |
| Slabs on Fill | 2 inch |
- H. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- I. Saw cut control joints at an optimum time after finishing. Use 1/8 inch thick blade, cutting the slab not less than 1-1/2 inches deep.
- J. Separate exterior slabs on fill from vertical surfaces with joint filler. Extend joint filler from bottom of slab to within 1/4 inch of finished slab surface.
- K. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify ENGINEER upon discovery.

3.09 CONCRETE CURING

- A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week

NE 35th Avenue Improvements

CMA Project No. 083.028

**SECTION 03300
CAST-IN-PLACE CONCRETE**

after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.

- F. Apply a liquid membrane-forming compound, conforming to ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturers recommendations.

3.10 CONCRETE FINISHING

- A. Unexposed concrete work shall be patched and repaired immediately after removal of forms.
 - 1. Cut off metal ties a minimum of 1 in. back from surface of concrete.
 - 2. Moderate honeycomb cut out and prepared for patching. Severe honeycomb with exposed steel reinforcing is to be removed or "united" at the discretion of the ENGINEER.
 - 3. Wet areas for patching and pack carefully with rich mortar rubbed to match surface.
- B. Provide concrete surfaces to be left exposed, walls, columns, beams, with smooth rubbed finish.
- C. Provide Class B tolerances to floor slabs and toppings according to ACI 301.
- D. Pitch to drains 1/4 inch per foot.
- E. Exposed concrete work shall be patched and repaired as accepted by ENGINEER after consultation. Patching and rubbing will be kept to a minimum if possible, but when necessary will be done with great care to obtain maximum degree of matching in color and texture to adjacent finished concrete surfaces.
- F. Monolithic finish using care to obtain a level surface; floors out of level or with variation greater than 1/8 in. in 10 feet shall be corrected.
- G. All finishes shall be as called for on the drawings.

3.11 SEPARATE FLOOR TOPPINGS

- A. Prior to placing, roughen concrete base course and remove foreign materials. Broom and vacuum clean.
- B. Place dividers, edge strips, reinforcing and other items to be cast in.
- C. Apply bonding agent on base course in accordance with manufacturer's instructions. Apply sand and cement slurry coat on base course immediately prior to placing toppings.
- D. Place concrete floor toppings to required lines and levels.

SECTION 03300
CAST-IN-PLACE CONCRETE

3.12 PATCHING

- A. Notify ENGINEER immediately upon removal of forms.
- B. Patch imperfections.

3.13 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels and lines, details, and elevations.
- B. Repair or replace concrete not properly placed or not of the specified type.

3.14 FIELD QUALITY CONCRETE

- A. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.15 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. During curing period, protect concrete from damaging mechanical disturbances, water flow, loading, shocking, and vibration.

3.16 APPLICATION OF BOND COAT FOR CONCRETE LEVELING COAT FOR PAVERS AND TEXTURED SURFACES

- A. Provide installation as per manufacturer's standard printed specifications, instructions and recommendations.

3.17 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All cast in place concrete shall be included in the bid price of the relevant item in the Bid Schedule.

END OF SECTION 03300

**SECTION 03370
CONCRETE CURING**PART 1 - GENERAL1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 WORK INCLUDED

- A. Maintenance of conditions for proper concrete curing.

1.03 RELATED WORK

- A. Section 02510 - Concrete Sidewalk
- B. Section 03010 - Concrete
- C. Section 03300 - Cast-in-Place Concrete

1.04 QUALITY ASSURANCE

- A. Conform to requirements of ACI 301.

1.05 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.

1.06 SUBMITTALS

- A. Provide product data for specified products.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperature at 70 degrees Fahrenheit for three (3) days.

PART 2 - PRODUCTS2.01 MATERIALS

- A. Water: Clean and not detrimental to concrete.
- B. Absorptive Mat: Burlap fabric of 9 oz./sq. yd. clean, roll goods.
- C. Curing Compound: As per ASTM C309.

PART 3 - EXECUTION3.01 INSPECTION

- A. Verify concrete surfaces are ready for curing.

NE 35th Avenue Improvements

CMA Project No. 083.028

03370 - 1

**SECTION 03370
CONCRETE CURING****3.02 CURING COMPOUND**

- A. Apply curing compound in two (2) coats with second coat at right angles to first.
- B. Apply in accordance with manufacturer's instructions.

3.03 SPRAYING

- A. Spray water over slab areas; maintain wet for three (3) days.

3.04 ABSORPTIVE MAT

- A. Saturate burlap side of burlap fabric mat. Place over slab areas, burlap side down; lap edges and ends 12 inches. Maintain in place for seven (7) days.

3.05 CONCRETE CURING

- A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.
- B. Apply a liquid membrane-forming compound, conforming with ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturers recommendations.
- C. Cure concrete as scheduled or indicated.
- D. Remove absorptive mat after curing.

3.06 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete curing shall be included in the bid price of any item in the Bid Schedule for which concrete curing is required.

END OF SECTION 03370

APPENDIX A

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the **Healthiest State** in the Nation

July 28, 2020

Notification of Acceptance of Use of a General Permit

Permittee:

North Miami Beach Water Department.
Attn: Karunanithi Sriram, P.E.
17050 NE 19 Avenue
North Miami Beach, FL 33165
karunanithi.sriram@citynmb.com

Permit Number: **125583-378-DSGP**

Date Issued: **July 27, 2020**

Expiration Date: **July 26, 2025**

Project Name: **NE 35 AVE WATER MAIN REPLACEMENT.**

WATER SUPPLIER: **NORTH MIAMI BEACH**

PWS: **4131618**

DRER: **2020-00328**

Dear Mr. Sriram:

On July 23, 2020 the Florida Department of Health received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP No. [62-555.900\(7\)](#)], under the provisions of Rule [62-4.530](#) and Chapter [62-555](#), Florida Administrative Code (F.A.C.). The proposed project consists of the installation of approx. 64 Linear Feet of 16-Inch High Density Polyethylene (HDPE) Water Main AND 50 Linear Feet of 12-Inch HDPE Water Main via open cut, 420 Linear Feet of 20-Inch HDPE Water Main via directional drilling and reconnections of affected potable water services. Project is located along NW 35 Avenue within Eastern Shores Area, between NE 163 Street and NE 171 Street, North Miami Beach, FL 33160.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule [62-555.405, F.A.C.](#), all applicable rules in Chapters [62-4](#), [62-550](#), [62-555](#), F.A.C., and the General Conditions for All General Drinking Water Permits (found in [62-4.540, F.A.C.](#)).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule [62-555.345, F.A.C.](#), the permittee shall submit a certification of construction completion [DEP Form No. [62-555.900\(9\)](#)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed Permittee shall sign and submit an application for transfer of the permit using Form [62-555.900\(8\), F.A.C.](#), with the appropriate

Florida Department of Health

Division of Environmental Health and Engineering
Miami-Dade County
1725 NW 167th Street, Miami, FL 33056
PHONE: 305/623-3500 • FAX 305/623-3502

FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

Permit Number: 125583-378-DSGP
Date Issued: 7/28/2020

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule [62-4.030, F.A.C.](#)

Sincerely,



Samir Elmir, PE, PhD, CEHP
Florida Department of Health
in Miami-Dade County
Division of Environmental Health and Engineering

CC: Enrique Cuellar, P.E.; DRER, WE-Rev@miamidade.gov
Gregory A. Mendez, P.E.; Chen Moore & Associates.; gmendez@chenmoore.com

Permit Number: 125583-378-DSGP
Date Issued: 7/28/2020

A Civil Penalty May Be Incurred

if this project is placed into operation before obtaining a clearance from this office.

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form [62-555.900\(9\)](#) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation.*

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules [62-555.315\(6\)](#), [62-555.340](#), and [62-555.330](#), F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- Connection to an existing system
- The end point of the proposed addition
- Any water lines branching off a main extension
- Every 1,200 feet on straight runs of pipe

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided.

4) Pressure Test Results

Copy of satisfactory pressure test results demonstrating compliance with AWWA Standard requirements.

UTILITY PERMIT

PERMIT NO: 2020-H-691-00346

STATE ROAD INFORMATION

County: Miami-Dade	Section: 87170001	State Road No: SR 826	Beginning Mile Post: 0.799	Ending Mile Post: 0.799
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APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

Utility Agency/Owner (UAO)		Utility Builder (only applicable when the UAO is a City or County)	
Name:	<u>City of North Miami Beach</u>	Name:	_____
Contact Person:	<u>City of North Miami Beach</u>	Contact Person:	_____
Address:	<u>17050 NE 19 Avenue</u>	Address:	_____
City:	<u>North Miami Beach</u>	City:	_____
State:	<u>Florida</u>	State:	_____
Zip:	<u>331623112</u>	Zip:	_____
Telephone:	<u>30594829807962</u>	Telephone:	_____
Email:	<u>karim.rossy@ch2m.com</u>	Email:	_____

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

The project consists of the replacement of two (2) existing water mains owned by North Miami Beach Water (NMB Water) along NE 35th Ave at NE 163rd St (SR 826) in North Miami Beach, FL. Within the FDOT R/W in NE 163rd St (SR 826), approximately 25-LF of new 12" HDPE WM and 25-LF of 20" HDPE WM will be installed each with connections to the existing 30" DIP WM as shown on the attached plans. All pavement and striping within the FDOT R/W impacted by the water main installation ... (see work description cont. page)

Utility Work No: _____

Additional sheets are attached and are incorporated into this permit Yes No

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes No

TRAFFIC CONTROL (TCP)

The TCP will comply with the following 600 series index(es) 615, 660, 616

A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: _____ Telephone: _____ Email: _____

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 11/2/2020

Calendar days needed to completed: 60

Approved
2020-H-691-00346
Leonard Salazar
8/10/2020

City of North Miami Beach
Florida Department of Transportation
UTILITY PERMIT

PERMIT NO: 2020-H-691-00346

APPLICANT SIGNATURE

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

Date Notified:	Name of other facility owners (attach additional sheets if necessary).
<u>4/5/2018</u>	<u>Amerigas DBA</u>
<u>4/5/2018</u>	<u>AT&T</u>
<u>4/5/2018</u>	<u>North Miami Beach</u>
<u>4/5/2018</u>	<u>Columbus Networks</u>
<u>4/5/2018</u>	<u>Comcast</u>

Utility Agency/Owner	Utility Builder (when applicable)
Signature: <u>KARIM ROSSY (digital signature)</u> Date: <u>7/15/2020</u>	Signature: _____ Date: _____
Name (printed): <u>KARIM ROSSY</u>	Name (printed): _____
Title: _____	Title: _____

FDOT PROJECT INFORMATION

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:
FDOT construction is proposed or underway. Refer to Financial Project Id: FPID 440281-1 ; FPID: 436525-2 are under design!!
This work is NOT related to an approved Utility work schedule.

FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.
Special Provisions for Utility Permit No. 2020 H 691 00346
Section: 87170 / SR: 826 / City of North Miami Beach
SEE ATTACHMENTS
WORK WITHIN THE F.D.O.T. RIGHT OF WAY SHALL CONFORM TO CURRENT F.D.O.T. STANDARDS AND SPECIFICATIONS
Permit APPROVAL IN NO WAY CONSTITUTES THAT THE PERMITTED HAS AN APPROVED LANE CLOSURE.

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes No

PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and /or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.11.

Approving Engineer: Leonard Salazar (digital signature) Date: 8/10/2020
 Name: Leonard Salazar
 Title: DEPUTY DISTRICT MAINTENANCE ENGINEER

Notification of Utility Work to be provided to: Telephone (305) 640-7133 ext. _____ or Email: Nadja.Wallace@dot.state.fl.us

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes No

Rep. Name: Ricardo Hernandez Telephone 3056407172 Email: ricardo.hernandez@dot.state.fl.us

Approved
 2020-H-691-00346
 Leonard Salazar
 8/10/2020

UTILITY PERMIT

PERMIT NO: 2020-H-691-00346

CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on _____ and was completed on _____ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner

Utility Builder (when applicable)

Signature: _____ Date _____

Signature: _____ Date _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

FINAL INSPECTION OF WORK

The work was inspected and found to be in non-compliance as noted below:

All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: _____ Date: _____

Name: _____

Title: _____

Approved
2020-H-691-00346
Leonard Salazar
8/10/2020

PERMIT NO.: 2020-H-691-00346

The complete Work Description could not fit in the space allotted on Page 1 of the Utility Permit so it is displayed below.

Work Description

The project consists of the replacement of two (2) existing water mains owned by North Miami Beach Water (NMB Water) along NE 35th Ave at NE 163rd St (SR 826) in North Miami Beach, FL. Within the FDOT R/W in NE 163rd St (SR 826), approximately 25-LF of new 12" HDPE WM and 25-LF of 20" HDPE WM will be installed each with connections to the existing 30" DIP WM as shown on the attached plans. All pavement and striping within the FDOT R/W impacted by the water main installations will be restored to match existing conditions following FDOT standards.

Approved
2020-H-691-00346
Leonard Salazar
8/10/2020

PERMIT NO.: 2020-H-691-00346

STATE ROAD INFORMATION:

Miami-Dade SR 826, Section: 87170001, Begin MP: 0.799, End MP: 0.799, Miami-Dade SR 826, Section: 87170000, Begin MP: 5.049, End MP: 5.049

NAME OF OTHER FACILITY OWNERS / DATE NOTIFIED:

Facility Name: Florida Power & Light, Date Notified: 4/5/2018, Facility Name: Teco Gas, Date Notified: 4/5/2018, Facility Name: Miami Dade Water and Sewer (WASD), Date Notified: 4/5/2018, Facility Name: Miami Dade County Traffic and Public Works, Date Notified: 4/5/2018

FDOT PROJECT INFORMATION:

FDOT construction is proposed or underway. Refer to Financial Project Id: FPID 440281-1 ; FPID: 436525-2 are under design!!

This work is NOT related to an approved Utility Work Schedule.

THE WORK WAS INSPECTED AND FOUND TO BE IN NON-COMPLIANCE AS NOTED BELOW:

Approved
2020-H-691-00346
Leonard Salazar
8/10/2020

Special Provisions for Utility Permit No. 2020 H 691 00346**Section: 87170 / SR: 826 / City of North Miami Beach**

1. Permit ***APPROVAL IN NO WAY CONSTITUTES THAT THE PERMITTED HAS AN APPROVED LANE CLOSURE.*** Please coordinate a pre-construction meeting with **MR. RICARDO HERNANDEZ** at **305) 640-7172**, Cell: **786-877-3958** Email: **Ricardo.hernandez@dot.state.fl.us**, a minimum of two (2) weeks prior to beginning of work within the F.D.O.T. Right-of-Way.
2. Submit a detailed lane closure form, noting work and time phases thru the Lane Closure Information System (LCIS) at <https://www.fdotlcis.com/closures.aspx> . The lane closure request shall be approved by the Department at least 2 weeks prior to beginning work within the FDOT Right of Way. **There shall be no lane closures (Unless approved by the District Maintenance Engineer /or the District Maintenance of Traffic Specialist) from Thanksgiving Day to New Year's Day, due to Moratorium.**
3. **Working hours within the F.D.O.T. right of way must be limited to Sunday through Thursday 9:00 pm to 5:30 am unless otherwise approved by FDOT.**
4. **Aerial crossings of State roads involving temporary lane closures are to be done between the hours of 12:00 am and 5:00 am Monday through Thursday unless previously approved by the Department.**
5. **The proposed project area is adjacent to the Oleta River State Park which is designated Outstanding Florida Waters. No degradation of water quality, increased turbidity of the water, and/or the discharge of any foreign material into the water shall be permitted.**
6. **Where pedestrian facilities are detoured, blocked, or closed during the work, please ensure to provide safe alternate accessible routes through or around the work zone that meets the requirements of the ADA Standards.**
7. **Damaged sidewalk and/or curb and gutter shall be restored at the permittees expense with full 4 inches thick flags and 6" thick flags for ADA curb ramps with expansion material and detectable domes for handicap ramps according to the FDOT 2019-20 Standard Plans Index No. 520-001, 522-001 and 522-002 and FDOT Standard Specification 522.**
8. **Any sidewalk disturbed will be replaced by section within 72 hours to FDOT specifications. Any damaged to sidewalks or driveways because of work being performed in association with the Permittee and Contractor shall be removed and replaced with 6-inch thick Class 1 non-structural, 2,500 PSI with fiber mesh.**
9. **Prior to removal of existing curb or driveway, the edge of travel shall be sawcut to avoid damaging the existing roadway asphalt. All concrete to be removed in FDOT right-of-way shall be sawcut and removed from the nearest joint.**
10. **Ensure appropriate erosion control devices are in place before any construction begins and are used throughout the duration of construction.**
11. **Damaged pavement shall be restored 50' AT EITHER SIDE OF DAMAGED AREA, AT FULL LANE WIDTH AND FULL INTERSECTION to match or exceed existent conditions and in accordance with the Department's design standards and specifications. Pavement restoration scope and method will be as directed in the field by the Department Representative. Damaged pavement will be restored at the expense of the Permittee.**
12. **Directional boring shall be conducted according to Spec 555 of the Specifications for Road and Bridges.**
13. **Several contaminated sites located within a 500-foot radius of the project have been identified. Permittee shall assure that any actions carried out are in accordance with all environmental regulatory requirements.** When the Permittee's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous waste, toxic waste, or contaminants, such operations shall cease immediately in the vicinity of the abnormal condition and Permittee shall notify the Department's inspector and Mr. Mauricio Gomez of the District VI Environmental Management Office at 1000 N.W. 111 Ave., Miami, Florida 33172 (telephone number 305-470-5228). Every effort shall be made by the Permittee to minimize the spread of any contamination into uncontaminated areas. Under no circumstances will the Permittee resume operations in the

Special Provisions for Utility Permit No. 2020 H 691 00346**Section: 87170 / SR: 826 / City of North Miami Beach**

affected area until so directed by the Department's inspector. The Permittee shall assure that any actions carried out during permit activities are in accordance with all environmental agency requirements and provide the Department copies of deliverables submitted to environmental regulatory agencies. The reports are to be submitted to the District Contamination Impact Coordinator at 1000 N.W. 111 Ave. (room # 6109), Miami, Fl. 33172-5800.

14. **If dewatering will be performed, the Permittee shall be required to obtain a dewatering permit from appropriate environmental agencies to avoid potential contamination plume exacerbation and determine proper groundwater management associated with such site. In the event groundwater contamination exacerbation occurs as result of the dewatering activities, the Permittee shall be responsible for all costs associated with the remediation activities as required by all applicable environmental regulatory agencies.**
15. **Protect the trees during construction per FDOT Standard Plans Index 110-100.** Tree protection shall be installed per Index 542 to ensure no equipment within tree root zone. Ensure any damage to existing landscape be restored to existing or better condition. **If sod is damaged during construction it must be replaced and maintained until the sod is established. The permit will remain open until this is accomplished. All trees and shrubbery irreparably damaged or destroyed by the UAO during construction shall be replaced by and at the Permittees expense with like-sized plants. (UAM 6.1.11) The Restoration of Sodding and turf should be done according to FDOT 2019-20 Standard Plans Index 570-010.**
16. **Access to remain open at all times.** The Permittee shall provide and maintain safe temporary access to all adjacent property at all times and shall maintain accommodations for intersecting and crossing traffic within the construction zone. No road or street crossing shall be blocked or unduly restricted as determined by the engineer. *Property owner must be notified seven (7) days in advance when open cutting of existing paved driveway by the permitted.*
17. **Make sure proposed handholes and pull boxes shall not be installed within the footprint of existing pedestrian ADA curb ramp neither driveway enter area. Refer to PPM, Vol 2, Ch. 8.3.2 regarding nonslip top surface if the handhole is proposed within pedestrian curb ramp.**
18. All proposed hand hole boxes shall have 1'-0" wide (min) and 6" thick concrete apron. Concrete for concrete apron shall be Class NS with a minimum strength at 28 days of $f'c = 2.5$ Ksi. As per D.S. Index 17700.
19. Permittee is responsible for locating all underground facilities and assumes all responsibility for any damage done by the permittee to underground facilities.
20. Existing FDOT drainage shall be protected at all times by the Permittee. Any damage to the FDOT drainage system shall be repaired / replaced by the permittee at no cost to the department.
21. No pedestrian pathway is to be removed, blocked, or disturbed without having a sufficient designated temporary pedestrian pathway with all appropriate pedestrian maintenance of traffic signs (Index 660) in-place prior to pathway being affected. All temporary pedestrian pathways must be firm and unyielding.
22. Any disruptions to any permeable pedestrian way and bike lane are to be restored as work continues. All patches shall be full width from outside edge of pedestrian path to white line edge of travel lane with stair step (staggered) joints. Restoration to include backfill with existing sub-grade material and #57 stone as base material (compact in 6-inch lifts) to bottom of existing pervious asphalt base, followed by permeable design mix (if available) or FC-5 (Friction Course) mix with a minimum of two 2-inch and a maximum of two 3-inch lifts. Maintain ingress/egress on all drives and side streets during construction.
23. The Contractor shall have an authorized person available at/or near the work site on a 24-hour basis, 7 days a week in order to address emergency issues associated with the project.
24. If backfill method is used, each cut shall be placed and compacted per FDOT standard Specifications, Section 125-8 and Index 307. This requirement holds for embankment, subgrade and base. A copy of the density test reports shall be furnished to the FDOT. (UAM 6.1.4)

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p. 354

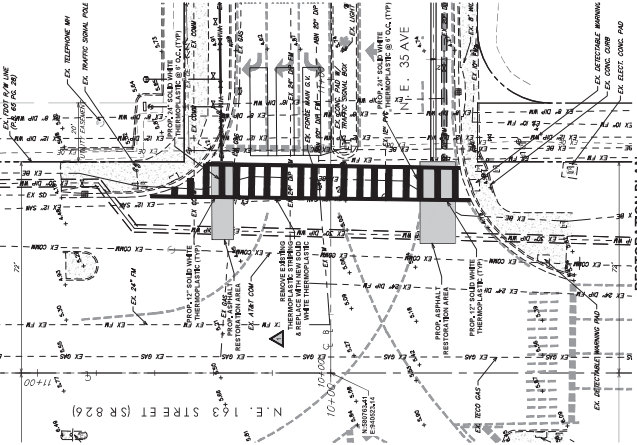
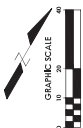
Special Provisions for Utility Permit No. 2020 H 691 00346**Section: 87170 / SR: 826 / City of North Miami Beach**

-
25. If the proposed utility cannot be installed per the approved permitted plan and by FDOT specifications, a revised plan must be provided to the Department for review and approval prior to the installation of products or materials at the given locations where conflicts occur.
 26. The Department reserves the right to access any portion of the State Right-of-Way as necessary for maintenance, construction or monitoring activities. There may be a Department Representative on location, which will reserve the right to increase or decrease the approved time frames. *If the Permittee's operations interfere with any current or future FDOT projects, the Permittee shall abide to the conditions of the Department Project Manager.*
 27. Permittee will be required issuance of a Certificate to Dig prior to any ground-disturbing activity such as directional boring, trenching, drainage installation, landscaping, or road reconstruction in which case's operations are within highly sensitive archaeological zones in the City of Miami. Permittee shall notify **Mr. Warren Adams, City of Miami Planning and Zoning Department, Preservation Officer** at 444 SW 2nd Avenue 3rd Floor, Miami, FL 33130, at 305-416-1059, email: wadams@miamigov.com. A map of the Archaeological Conservation Areas that identifies areas of probability maybe download at <http://maps.miamigis.com/miamizoningsite/>.
 28. A copy of this permit and plans will be on the job site at all times during the construction of this facility.
 29. Validity of this permit is contingent upon Permittee obtaining necessary permits from all other agencies involved.
 30. All construction and/or maintenance in the FDOT right-of-way shall conform to the Federal Manual on Uniform Traffic Devices (MUTCD), the FDOT Roadway and Traffic Design Standards, the Standard Specifications for Road and Bridge Construction, the Florida Design Manual, and the Drainage Manual.
 31. If F.D.O.T. roadway improvements have commenced or recently been completed prior to the installation of the work approved under this permit, this permit shall become void.
 32. FDOT reserves the right to make adjustments to any permitted method of installation, scope of work, and restoration that may be required to positively support life, safety, and environmental well-being of all users of the transportation system.
 33. Final restoration shall be coordinated with the Department Representative. All portions of the State Right-of-Way disturbed in the construction of the proposed work shall be restored to F.D.O.T. Specifications within thirty (30) days upon completion of the permitted installation. As-Built and or Bore Log shall be submitted within 30 days of work being completed, or permit will be closed out as non-compliant.
 34. Final Inspection of Work: Upon completion of work, the UAO shall provide FDOT all material certifications, test results, bore logs, approved plans changes, or other documentation required as a condition of permit approval. 2017 UAM 2.11
 35. The Permittee shall notify the FDOT of date of completion, request a final inspection, and a Notice of Final Acceptance.
 36. **Beginning any work within the F.D.O.T. Right-of-Way associated with this permit constitutes acceptance of these conditions.**

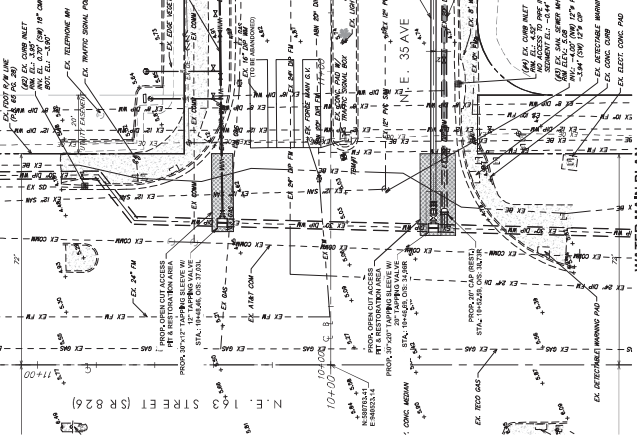
Approved
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8/10/2020
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**WORK WITHIN THE
F.D.O.T.
RIGHT OF WAY SHALL
CONFORM TO CURRENT
F.D.O.T. STANDARDS
AND SPECIFICATIONS**

Approved
2020-HI-691-00346
Leonard Salazar
8/10/2020



RESTORATION PLAN



WATER MAIN PLAN

GENERAL NOTES:

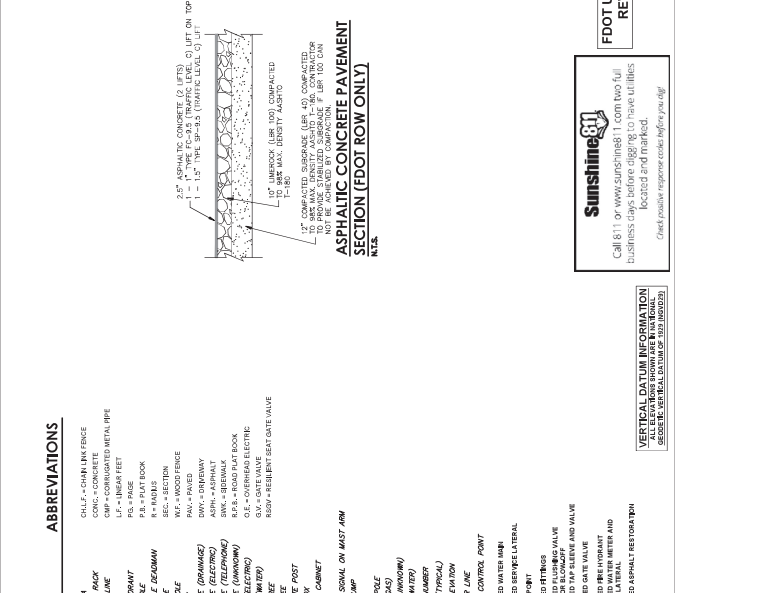
1. ALL UTILITIES, SERVICES AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND SERVICES.
4. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36 INCHES BELOW FINISHED GRADE.
5. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
6. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.
7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.
8. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.
9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.
10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.

EXISTING CONDITIONS NOTES:

1. ALL EXISTING UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36 INCHES BELOW FINISHED GRADE.
2. ALL EXISTING UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
3. ALL EXISTING UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.
4. ALL EXISTING UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.
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10. ALL EXISTING UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR UTILITIES AND SERVICES.

PAVING, GRADING AND DRAINAGE NOTES:

1. ALL PAVING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR PAVING, GRADING AND DRAINAGE.
2. ALL PAVING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR PAVING, GRADING AND DRAINAGE.
3. ALL PAVING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR PAVING, GRADING AND DRAINAGE.
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10. ALL PAVING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR PAVING, GRADING AND DRAINAGE.



NE 35th AVE PROFILE

LEGEND

ABBREVIATIONS

LEGEND

ABBREVIATIONS

ASPHALTIC CONCRETE PAVEMENT SECTION (FDOOT ROW ONLY)

SIGNING AND MARKING NOTES:

1. ALL SIGNING AND MARKING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR SIGNING AND MARKING.
2. ALL SIGNING AND MARKING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR SIGNING AND MARKING.
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10. ALL SIGNING AND MARKING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR SIGNING AND MARKING.

WATER AND SEWER NOTES:

1. ALL WATER AND SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR WATER AND SEWER.
2. ALL WATER AND SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR WATER AND SEWER.
3. ALL WATER AND SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR WATER AND SEWER.
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10. ALL WATER AND SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MIAMI STANDARDS AND SPECIFICATIONS FOR WATER AND SEWER.

DURATION NOTES

1. For work operations up to approximately 15 minutes, signs, channelizing devices, and arrow board may be omitted if all the following conditions are met:
 - a. Speed limit is 45 mph or less.
 - b. No sight obstructions to vehicles approaching the work area for a distance equal to twice the taper length.
 - c. Volume and complexity of the roadway has been considered.
 - d. The closed lane is occupied by a Class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GWR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
2. For work operations up to 60 minutes, the arrow board may be omitted if conditions a, b, and c in DURATION NOTE 1 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.







GENERAL NOTES

1. Work operations shall be confined to either one lane, or lane combinations as follows:
 - a. Outside travel lane;
 - b. Outside auxiliary lane;
 - c. Outside travel lane and adjoining auxiliary lane;
 - d. Inside travel lane Δ;
 - e. Inside auxiliary lane Δ;
 - f. Inside travel lane and adjoining auxiliary lane Δ.

Δ See Sheet 3

If the work area is confined to an auxiliary lane the work area shall be barricaded and the RIGHT (LEFT) LANE CLOSED AHEAD signs replaced by ROAD WORK AHEAD signs, and the merge symbol signs eliminated.
2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index 700-101
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index 102-660.
4. Signs are required on the median side for divided highways.
5. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. For general TCZ requirements and additional information, refer to Index 102-600.

SYMBOLS

-  Work Area
-  Work Zone Sign
-  Advance Warning Arrow Board
-  Type III Barricade
-  Channelizing Device (See Index 102-600)
-  Lane Identification + Direction of Traffic

MULTILANE WORK NEAR INTERSECTION
MEDIAN OR OUTSIDE LANE

FY 2018-19
STANDARD PLANS



DESCRIPTION:

LAST REVISION	REVISION
11/01/17	

Approved
2020-H-691-00346
Leonard Salazar
INDEX 8/10/2020
102-616
1 of 3

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I

Device Spacing

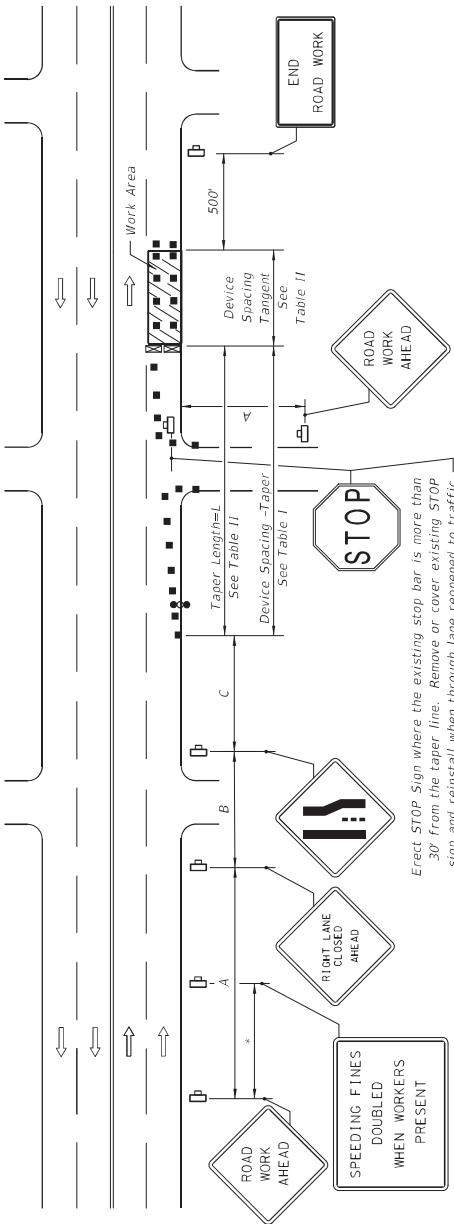
Speed (mph)	Max. Distance Between Devices (ft.)		
	Type I or Type II Tubular Markers	Cones or Barricades or Vertical Panels or Drums	Taper
25	25	50	25
30 to 45	25	50	30

Table II

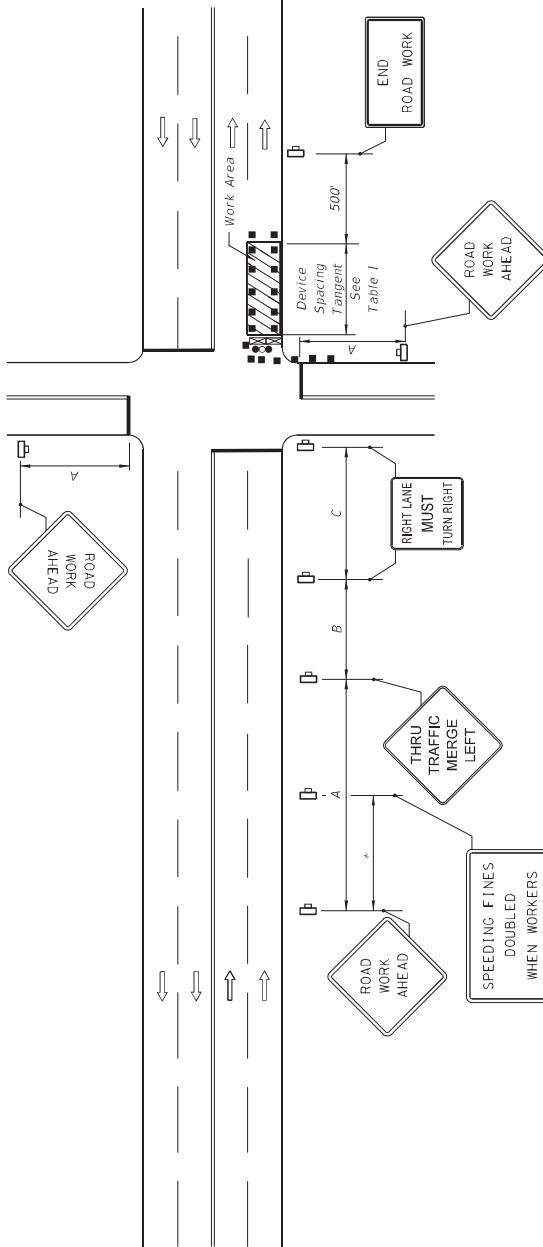
Taper Length - Merge (12' Lateral Transition)

Speed (mph)	L (ft)	Notes (Merge)
25	125	
30	180	WS ²
35	245	L = 60
40	320	
45	540	L=WS

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
 L = Length of taper in feet
 W = Width of lateral transition in feet
 S = Posted speed limit (mph)



RIGHT LANE CLOSED ON FAR SIDE OF MINOR SIDESTREET



RIGHT LANE CLOSED ON FAR SIDE OF INTERSECTION WITH SIGNIFICANT RIGHT TURNING MOVEMENTS

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a right lane having significant right turning movements, then the right lane may be restricted to right turns only as shown in this detail.
2. For intersection approaches reduced to a single lane, left turning movements may be prohibited to maintain capacity for through vehicular traffic.

Approved
 2020-H-691-00346
 Leonard Salazar
 SHEET
 8/10/2020
 INDEX
 102-616
 2 of 3

MULTILANE WORK NEAR INTERSECTION MEDIAN OR OUTSIDE LANE

FY 2018-19 STANDARD PLANS



DESCRIPTION:	REVISION
LAST REVISION	II/01/17

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

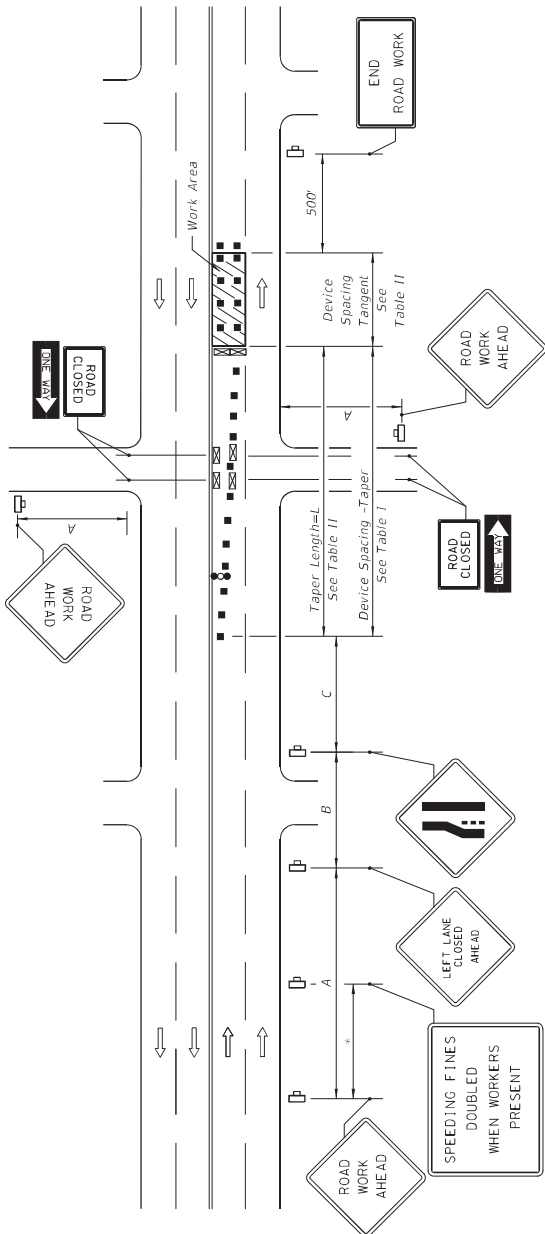
**Table I
Device Spacing**

Speed (mph)	Max. Distance Between Devices (ft.)		
	Type I or Type II Cones or Tubular Markers	Panel or Drums	Taper
25	25	50	25
30 to 45	25	50	30
			50

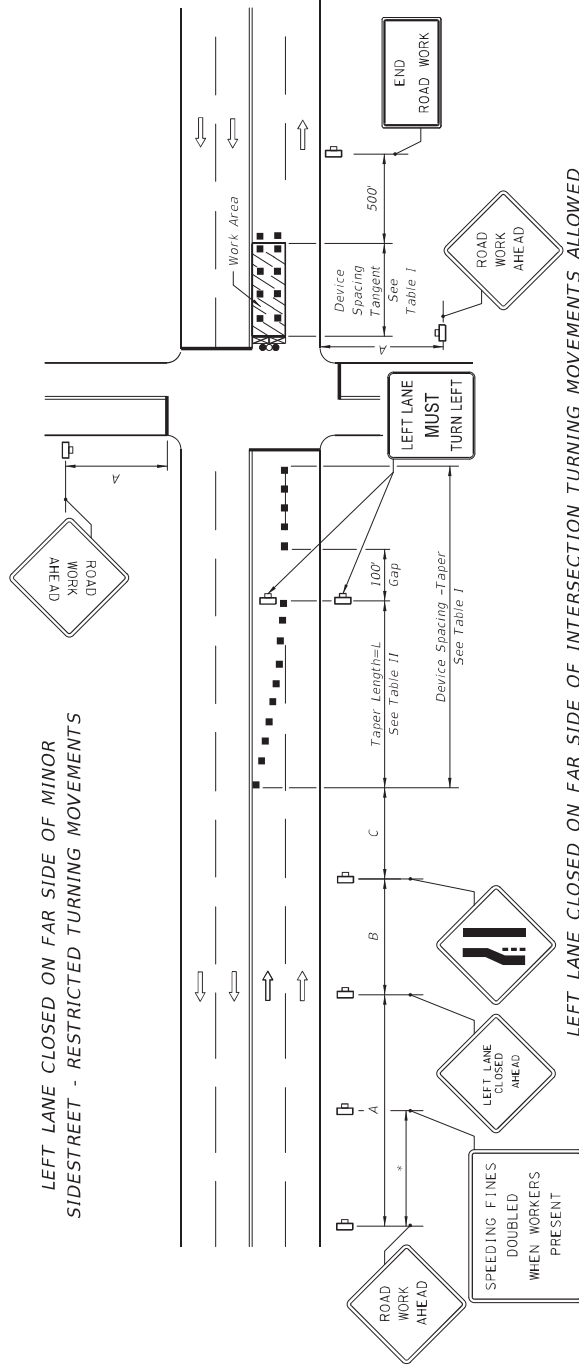
**Table II
Taper Length - Merge
(12' Lateral Transition)**

Speed (mph)	L (ft.)	Notes (Merge)
25	125	
30	180	
35	245	WS' L = 60
40	320	
45	540	L = WS

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
 L = Length of taper in feet
 W = Width of lateral transition in feet
 S = Posted speed limit (mph)



LEFT LANE CLOSED ON FAR SIDE OF MINOR STREET - RESTRICTED TURNING MOVEMENTS



LEFT LANE CLOSED ON FAR SIDE OF INTERSECTION TURNING MOVEMENTS ALLOWED

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a left lane having significant left turning movements, then the left lane may be reopened as a turn bay for left turns only as show in this detail.

LAST REVISION	DESCRIPTION:
II/01/17	

FDOT
 FY 2018-19
 STANDARD PLANS

MULTILANE WORK NEAR INTERSECTION
 MEDIAN OR OUTSIDE LANE

Approved
 2020-H-691-00346
 INDEX SHEET
 8/10/2020
 Leonard Salazar
 102-616
 3 of 3



City of Miami Miami Beach

Approved
2021-691-00346
Leonard Salazar
8/10/2020

NE 163rd Street & NE 35th Avenue facing east.

Application Details

Questionnaire

i Application Status

Application Number 2019003989

Status Closed

Work Order #

Created on 4/29/2019 1:37:58 PM

Job Address

NE 35TH AVE BETWEEN NE 163RD ST AND NE 171ST ST

Company Information

Name Chen Moore & Associates

Address 2103 Coral Way, STE 401

City Miami

State Florida

Zip 33309

Phone 7864971500

Email gmendez@chenmoore.com

Alternate Address 2103 Coral Way, STE 401

City Miami

State Florida

Zip 33145

Alternate Phone 3057401462

Alternate Email nkarpathy@chenmoore.com

Contact Name GREGORY MENDEZ

Alternate Contact Name Nicholas Karpathy

Project Name: NE 35th Ave Improvements

Work Information:

NE 35TH Avenue Improvement , On the behalf of the city of North Miami Beach

 Supporting Documents

Type	Name	Comments	Date	
RD Plans	659616-RD Plans-10-7-2020-3REV-2.pdf	Revised signage and pavement marking plans per 08/14/2020 comments and phone conversation on 10/05/2020	10/7/2020 8:42:23 AM	Download (/Docs/Download?docname=659616-RD%20Plans-10-7-2020-3REV-2.pdf)
RD Plans	659616-RD Plans-7-6-2020-2REV-1.pdf	Revised Signage and Marking Plans	7/6/2020 3:34:00 PM	Download (/Docs/Download?docname=659616-RD%20Plans-7-6-2020-2REV-1.pdf)
PWS DR File	1-DR2019003989_20190424-18-083.022NE35thAveDTPWPermitSet--04-029-2019.pdf		4/29/2019 1:43:07 PM	Download (/Docs/Download?docname=1-DR2019003989_20190424-18-083.022NE35thAveDTPWPermitSet--04-029-2019.pdf)

 Revision Log

Date	Name	Action	Approval from	Comments	Attachments
Approval Round #: 1					
5/1/2019 11:42:02 AM	ZAPATA, ERICK J	Disapproved	(TSS) Signals	provide signalization plans for the traffic signals at SR-826 & NE 35 Av and NE 35 Av & NE 164 St.	
7/14/2021 10:21 AM					

6/5/2019 3:59:04 PM	HAYS, DAVID W	Disapproved	Traffic Engineering Division (Alternate)	Comments are on the plans.
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5/16/2019 10:03:32 AM	FERNANDEZ, YANEK	Disapproved	Traffic Engineering Division - Block Party and Bike Paths	see comments on plans
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Approval Round #: 2

8/17/2020 8:32:53 AM	FERNANDEZ, YANEK	Approved as Noted	Traffic Engineering Division - Block Party and Bike Paths	per David's comments
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7/16/2020 2:55:46 PM	ZAPATA, ERICK J	Disapproved	(TSS) Signals	Again, No signalization plans were provided in this Round
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8/11/2020 7:45:26 PM	HAYS, DAVID W	Disapproved	Traffic Engineering Division (Alternate)	General Note. At all uncontrolled pedestrian crossings shown on NE 35 ST include a stop bar and R5-1 (stop here for pedestrians) sign on the approach twenty feet before the pedestrian crossing. On sheet SM-3 for the north bound lanes the stop bar and R5-1 would be at station 25+15. On sheet SM-1 between station 17+00 and 18+00 remove all trees and foliage over 18 inches in height from the median. Place a BUS ONLY marking In the bus pull out bay. On sheet SM-2 between station 19+40 and 20+40 remove all trees and foliage over 18 inches in height from the two medians. On sheet SM-3 clarify that the trees and foliage over 18 inched in height between stations 26+00 and 27+00 are to be removed. On sheet SM-4 please clarify that the trees and foliage over 18 inches high between stations 32+00 and 35+00 are to be removed from the median. On sheet SM-5 please clarify that the trees and foliage over 18 inches high between stations 39+60 and 42+20 are to be removed from the median. On sheet SM-5 between stations 37+00 and 37+40 the two north/south crosswalks need to be moved out and away from, and so they are not in conflict the path of the bicycle lanes through the intersection.
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Approval Round #: 3

8/25/2020 12:38:08 PM	ZAPATA, ERICK J	Approved as Noted	(TSS) Signals	Pending issue was clarified by designer
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10/2/2020 10:54:51 PM	HAYS, DAVID W	Disapproved	Traffic Engineering Division (Alternate)	No revised plans have been uploaded to the review.
-----------------------	---------------	-------------	--	--

Approval Round #: 4

10/7/2020 9:26:27 AM	HAYS, DAVID W	Approved as Noted	Traffic Engineering Division (Alternate)	Approved for signing and marking for revised plans uploaded to review and sign and sealed on 10/7/2020.
----------------------	---------------	-------------------	--	---

Types of Work

TYPE OF WORK	DIMENSION	AMOUNT	COST
NON-REFUNDABLE UPFRONT FEE FOR DESIGN REVIEW	EA	1	\$70.00
DR TRAFF PLAN REV GROSS PEAK HRS 750+	EA	1	\$1,490.00
EXTRA DESIGN REVIEW AND RE-REVIEW	EA	1	\$220.00

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NE 35TH AVENUE IMPROVEMENTS

NORTH MIAMI BEACH, FLORIDA

PERMIT SET

DATE OF ISSUE: 04/26/2019



City of North Miami Beach
1701 1 NE 19th Avenue
North Miami Beach, FL 33162

CITY COMMISSION

- Anthony F. DeFilippo
- Paule Villard
- Phyllis S. Smith
- Fortuna Smukler
- McKenzie Fleurimond
- Barbara Kramer
- Michael Joseph

ADMINISTRATION/STAFF

Esmond K. Scott
Judeen Johnson

City Manager
Director of Public Works

PROJECT LOCATION

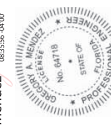


LOCATION MAP

Sunshine 311
Call 311 or www.sunshine311.com for full business days before calling to have utilities located and marked.
Check positive response code before paying

SHEET NO.	DWG NO.	SHEET TITLE
01	COV-1	COVER SHEET
02-03	SM4-SM7	SEWERAGE AND SANITATION PLANS
04-10	EC4-EC7	EXISTING CONDITIONS AND DEMOLITION PLANS
11-16	PO4-PO7	PAVING, GRADING AND DRAINAGE PLAN
17	DT1	DETAILS
18-23	SM4-SM7	SEWERAGE AND SANITATION PLANS
24	SM4-SM7	SEWERAGE AND SANITATION DETAILS
25-30	PP4-PP7	STORMWATER POLLUTION PREVENTION PLANS
31	PP4-PP7	STORMWATER POLLUTION PREVENTION DETAILS
32-37	TD4-TD7	TREE OBSERVATION PLANS
38	TD4-TD7	TREE OBSERVATION DETAILS
39-43	LM4-LM7	LANDSCAPE PLANS
44-45	LM4-LM7	LANDSCAPE DETAILS
46	LP-8	LANDSCAPE SPECIFICATIONS
47	LP-8	IRRIGATION PLAN
48-53	IR4-IR7	IRRIGATION PLANS
54	IR4-IR7	IRRIGATION DETAILS
55	IR4-IR7	IRRIGATION SPECIFICATIONS
56-60	W4-W7	WATER MAIN SETBACK TO WOODY FOR INDEX

Digitally signed by Gregory A. Mendez
Date: 2019.04.26 10:27:03 -0400



PROJECT NUMBER
18-083.022

CLIENT PROJECT NUMBER

DRAWING NUMBER
COV-1



2103 Coral Way
Suite 401
Miami, FL 33135
786.971.1500
www.chemmoore.com



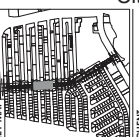
2103 Coral Way, Suite 401
Coral Gables, FL 33134
Tel: 305.442.1333
www.cermac.com

CERTIFICATE OF AUTHORIZATION
L2000015

REGISTRATION
GREGORY A. WENZEL, P.E.
No. 9478
DATE: 10/27/2020



THIS DRAWING WAS PREPARED BY THE ARCHITECTURE FIRM OF GREGORY A. WENZEL, P.E. ON BEHALF OF THE CLIENT.
THE ARCHITECTURE FIRM OF GREGORY A. WENZEL, P.E. IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT.



CLIENT
CITY OF NORTH MIAMI BEACH
PROJECT INFORMATION
NE 35TH AVENUE IMPROVEMENTS
NORTH MIAMI BEACH, FLORIDA
PROJECT NUMBER
18-083.022
CLIENT PROJECT NUMBER
18-083.022

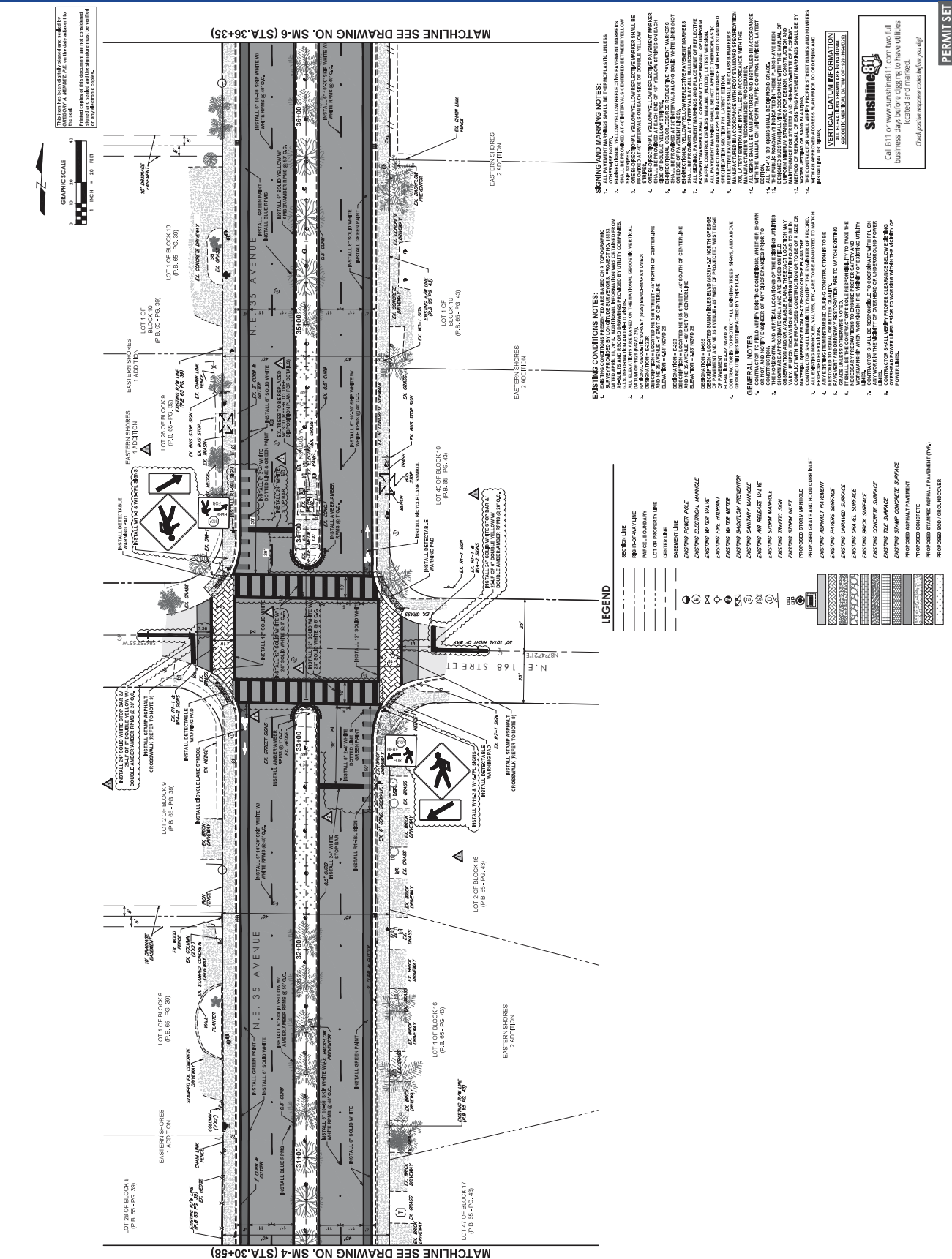
DATE OF ISSUE 04/26/2019
DESIGNED BY NSK
DRAWN BY JH
CHECKED BY GAM
DRAWING TITLE
SIGNAGE AND MARKINGS PLANS

REVISIONS
1. DTPM COMMENTS 06/06/2019
2. DTPM COMMENTS 08/14/2020

GRAPHIC SCALE
1" = 10' - 0"

PERMIT SET

Call 811 or www.floridacities.com for full business days before digging to locate utilities located as shown on this drawing.
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EXISTING CONDITIONS NOTES:
1. EXISTING CONDITIONS SHOWN AS DOTTED LINES ON ALL TOPOGRAPHIC DATA SHEETS. ALL EXISTING UTILITIES AND STRUCTURES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
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LEGEND table with symbols for SECTION LINE, PARCEL BOUNDARY, LOT OR PROPERTY LINE, EXISTING LINE, EXISTING POWER POLE, EXISTING ELECTRICAL MANHOLE, EXISTING MANHOLE VALVE, EXISTING FINE HYDRANT, EXISTING WATER METEOR, EXISTING SANITARY MANHOLE, EXISTING SANITARY VALVE, EXISTING STORM MANHOLE, EXISTING STORM INLET, PROPOSED STORM MANHOLE, PROPOSED STAMP CONCRETE SURFACE, PROPOSED ASPHALT PAVEMENT, PROPOSED ASPHALT FANBRIDGE, PROPOSED ASPHALT SURFACE, PROPOSED CONCRETIC SURFACE, PROPOSED CONCRETE SURFACE, PROPOSED CONCRETIC SURFACE, PROPOSED STAMP CONCRETE SURFACE, PROPOSED ASPHALT PAVEMENT, PROPOSED STAMP ASPHALT PAVEMENT (TPU), PROPOSED 3500 - GROUNDCOVER.

Matchlines: MATCHLINE SEE DRAWING NO. SM-4 (STA. 30+58) and MATCHLINE SEE DRAWING NO. SM-6 (STA. 36+35)

Plot Date: 10/27/2020 7:53:30 AM Entitlement: Reliability Layout: Miami - SM-4 Plotter Path: V:\projects\2018\18083.022 - NB-MB-NE 35th Avenue Improvements\Permit\CD\Plans - FR:Name: 18-083.022 Signage and Markings Plans.dwg



2103 Coral Way, Suite 401
 City of Miami, Florida 33135
 Phone: 305.471.3300
 www.ci.miamifl.com

CERTIFICATE OF AUTHORIZATION
 LICENSED PROFESSIONAL ENGINEER
 GREGORY A. WENZEL, P.E.
 PROFESSIONAL ENGINEER No. G419
 EXPIRES 12/31/2020
 DATE: 10/27/2020



THIS PLAN AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF CMA AND SHALL REMAIN THE PROPERTY OF CMA. NO PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CMA.

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KEY MAPS
 CITY OF MIAMI
 CITY OF NORTH MIAMI BEACH
 CITY OF PALM BEACH
 CITY OF WEST PALM BEACH
 COUNTY OF DADE
 COUNTY OF BROWARD
 COUNTY OF PALM BEACH
 COUNTY OF FLORIDA



CLIENT
 CITY OF NORTH MIAMI BEACH
 PROJECT INFORMATION
 NE 35TH AVENUE IMPROVEMENTS
 NORTH MIAMI BEACH, FLORIDA
 PROJECT NUMBER: 18-083.022
 CLIENT PROJECT NUMBER: 18-083.022

VIRY SCALES
 1" = 40'-0" (ON THIS SHEET)
 ASSET SCALES ACCORDANT TO AASHTO

REVIEWS
 DTW COMMENTS 06/08/2019

DATE OF ISSUE: 04/26/2019
 DESIGNED BY: NSK
 DRAWN BY: JH
 CHECKED BY: GAM
DRAWING TITLE
 SIGNAGE AND MARKINGS PLANS

DRAWING NUMBER
 SM-6
 23 OF 68

Call 811 or www.call811.com for full business days before digging to locate utilities located as shown on this drawing.
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PERMIT SET

EXISTING CONDITIONS NOTES:

- EXISTING CONDITIONS NOT SHOWN OR INDICATED BY THIS PLAN ARE TO BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING UTILITIES SHALL BE PROTECTED AND NOT TO BE DEGRADED. ANY DEGRADATION SHALL BE REPAIRED TO ORIGINAL OR BETTER CONDITION.
- EXISTING CURBS, SIDEWALKS AND DRIVEWAYS SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING PAVEMENT SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING TREES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING LIGHT FIXTURES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING SIGNAGE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING ELEVATIONS SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING GRADING SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING DRAINAGE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
- EXISTING UTILITIES SHALL BE PROTECTED AND NOT TO BE DEGRADED. ANY DEGRADATION SHALL BE REPAIRED TO ORIGINAL OR BETTER CONDITION.
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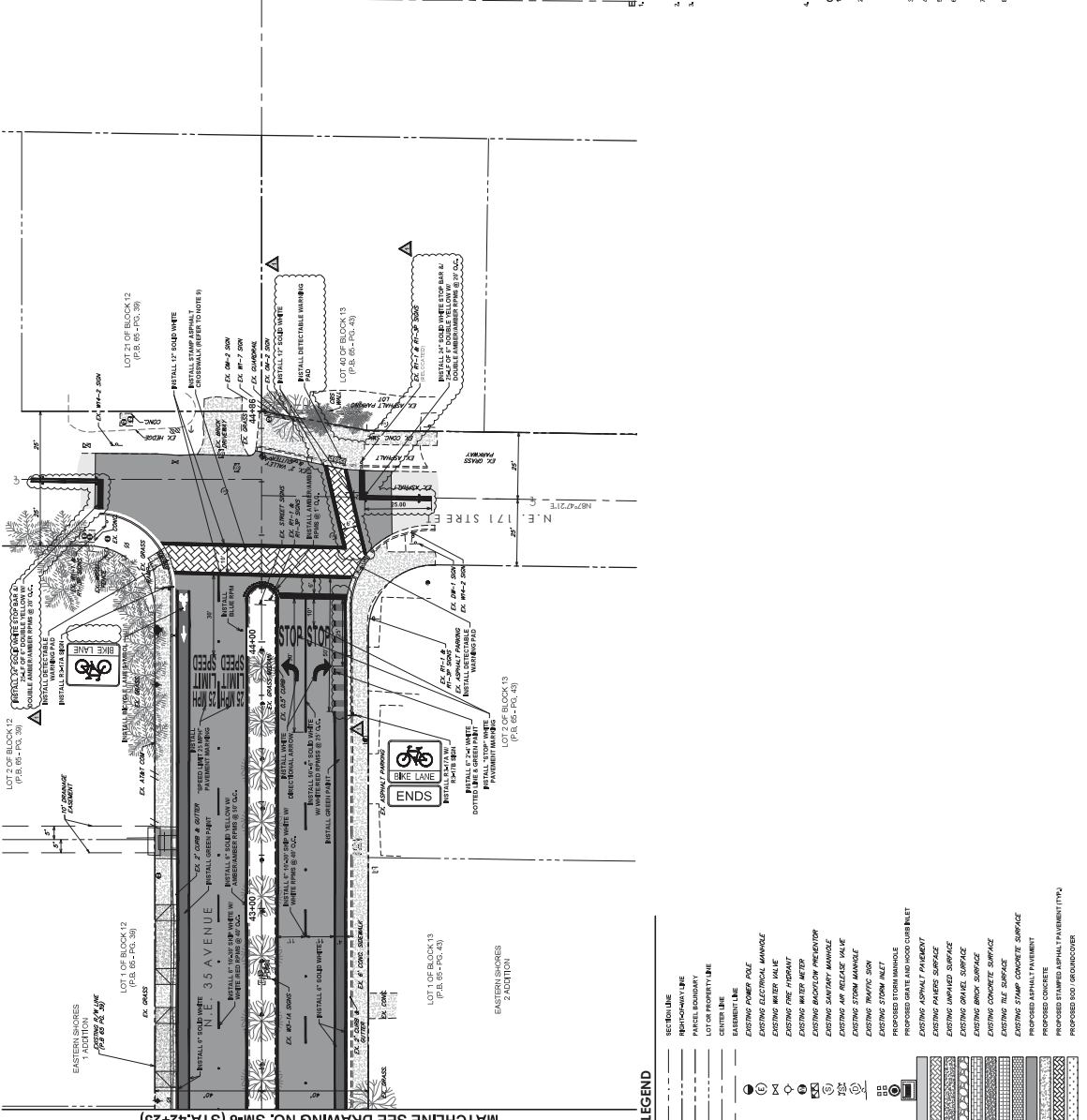
PROPOSED CONDITIONS:

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GRAPHIC SCALE
 0' 10' 20' 30' 40' 50'

1" = 40'-0"

KEY MAPS



MACHINE LINE SEE DRAWING NO. SM-6 (STA. 42+25)

LEGEND

- SECTION LINE
- PROPOSED UTILITY
- EXISTING UTILITY
- PARCEL BOUNDARY
- LOT OR PAVEMENT LINE
- UTILITY LOCATIONS
- EXISTING SIGNAGE
- PROPOSED SIGNAGE
- EXISTING ELECTRICAL MANHOLE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING STORM MANHOLE
- PROPOSED STAMP AND HOOD CURB INLET
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE SURFACE
- EXISTING STAMP CONCRETE SURFACE
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE
- PROPOSED ASPHALT PAVEMENT (TYP.)
- PROPOSED 500 GROUND COVER

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 Plotter Name: 5M-6
 User: gregory.wenzel
 Scale: 1" = 40'-0"
 Drawing Title: SIGNAGE AND MARKINGS PLANS
 Drawing Number: SM-6
 Client: CITY OF NORTH MIAMI BEACH
 Project: NE 35TH AVENUE IMPROVEMENTS
 Date: 10/27/2020

City of North Miami Beach
 Bid ITB-21-014-MC

cma
CONCRETE MARKING AND RESTORATION

2103 Coral Way, Suite 401
Miami Beach, FL 33139
www.cmaonline.com
Tel. 305.437.1300

CERTIFICATE OF AUTHORIZATION
LCO000115

REGISTRATION
GREGORY A. WENZEL, P.E.
Professional Engineer No. 1258
DATE: 10/22/2020

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA TURNPIKE AUTHORITY

KEY MAP
KEY MAP NO. 30
SECTION 12
PAGE 11

CLIENT
CITY OF NORTH MIAMI BEACH
PROJECT INFORMATION
MIAMI AVENUE IMPROVEMENTS
NE 59TH AVENUE
NORTH MIAMI BEACH, FLORIDA
PROJECT NUMBER
18-083.022
CLIENT PROJECT NUMBER
18-083.022

City of North Miami Beach

VIRTY SCALES
1" = 10'-0"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS
A DTWP COMMENTS 06/08/2019
B DTWP COMMENTS 08/14/2020

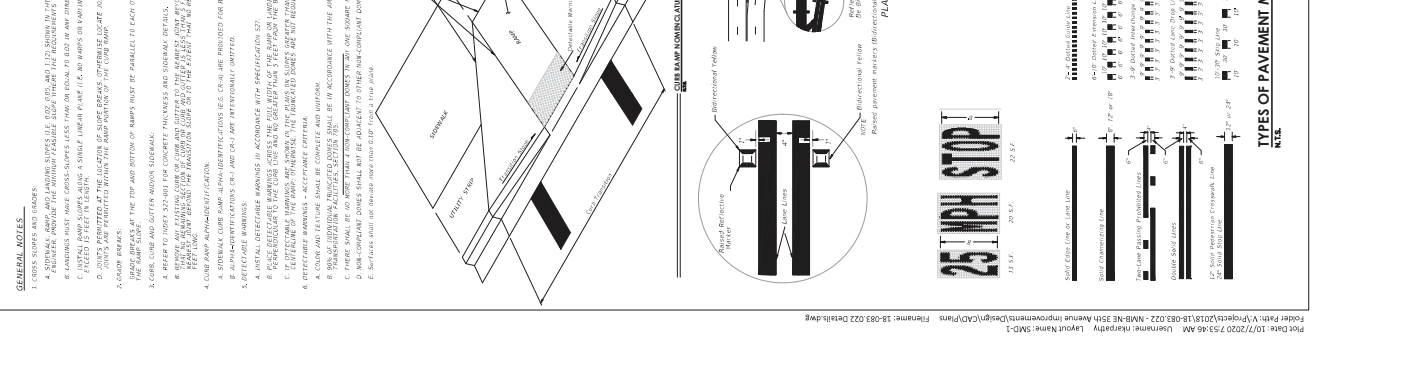
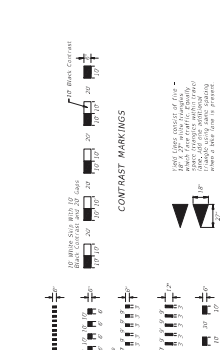
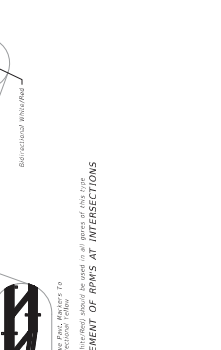
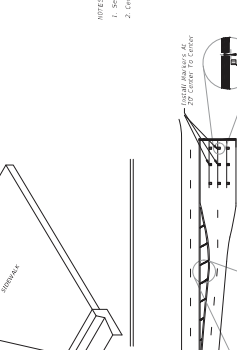
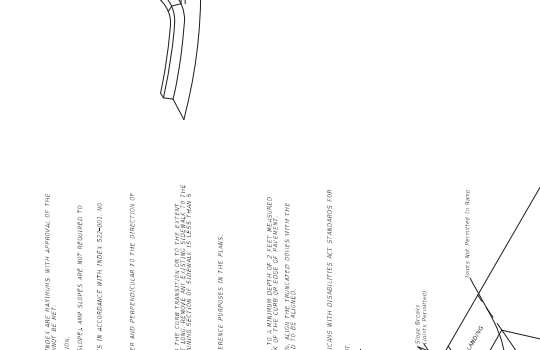
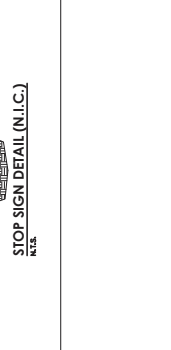
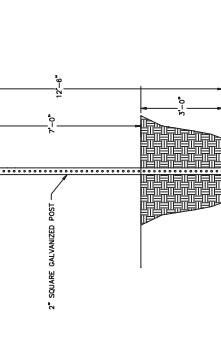
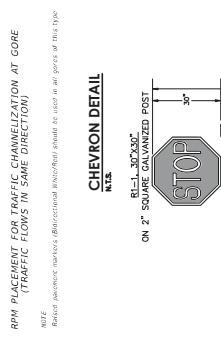
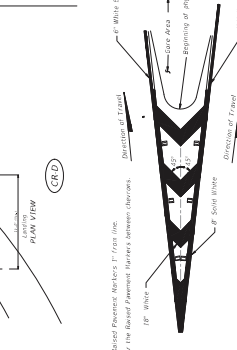
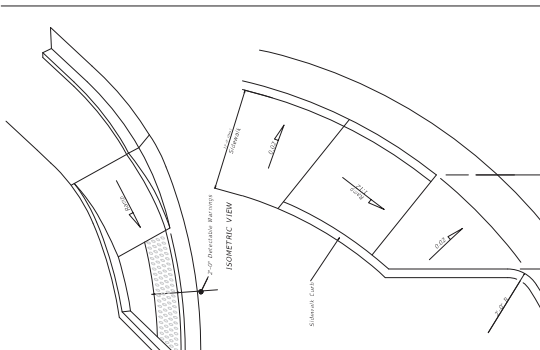
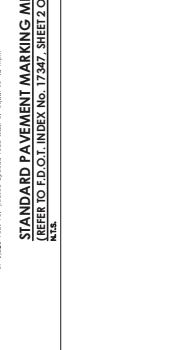
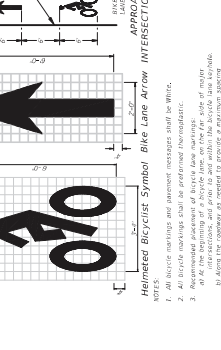
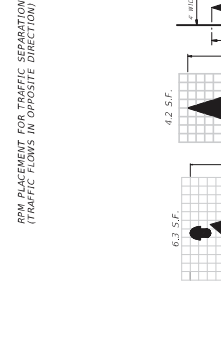
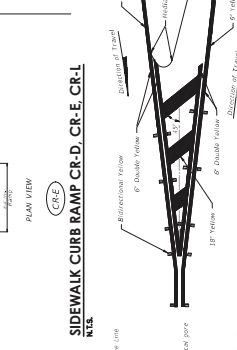
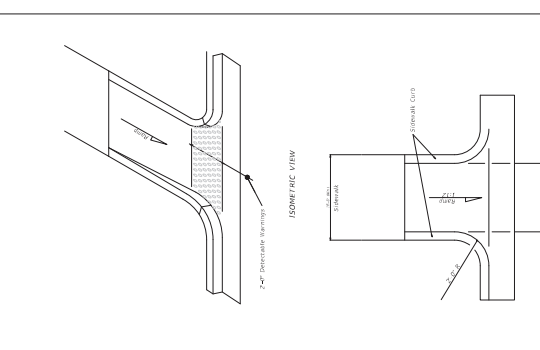
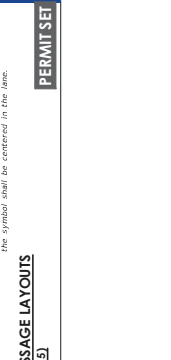
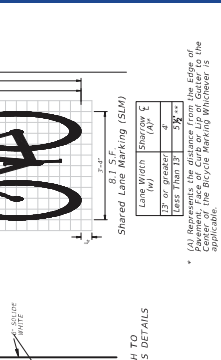
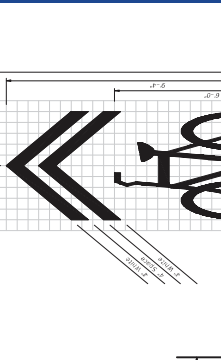
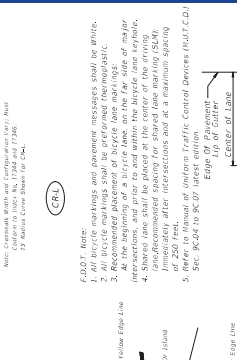
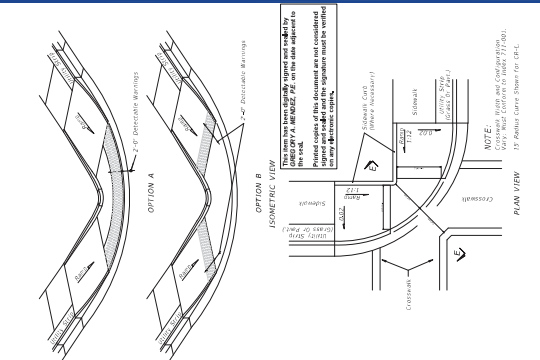
DATE OF ISSUE 04/26/2019
DESIGNED BY NSK
DRAWN BY JH
CHECKED BY GAM

DRAWING TITLE **SIGNAGE AND MARKINGS DETAILS**

DRAWING NUMBER **SMD-1**

24 OF 68

PERMIT SET



APPENDIX B



**REPORT OF
GEOTECHNICAL EXPLORATION**

**EASTERN SHORES SWALE AND BIKE LANES IMPROVEMENTS
NE 35TH AVE & NE 165TH – 171ST STS.
NORTH MIAMI BEACH, FLORIDA**

FOR

**CHEN MOORE AND ASSOCIATES
2103 CORAL WAY, SUITE 401
MIAMI, FL 33145**

PREPARED BY

**PAN GEO CONSULTANTS
2001 TYLER ST., SUITE 7
HOLLYWOOD, FLORIDA 33020**

PROJECT NO. CMA-4

MAY 2018

PAN GEO CONSULTANTS
2001 Tyler St., Suite 7
Hollywood, Florida 33020
Phone: (954) 200-4019



May 1, 2018

Mr. Gregory A. Mendez, P.E., Miami Branch Manager / Senior Engineer
Chen Moore and Associates
2103 Coral Way, Suite 401
Miami, FL 33145
O: +1 (786) 497-1500, Ext. 1125
F: +1 (786) 497-2300
C: +1 (305) 562-4789
Email: gmendez@chenmoore.com

Re: Report of Geotechnical Exploration
Eastern Shores Swale and Bike Lanes Improvements
NE 35th Ave & NE 165th – 171st Sts.
North Miami Beach, Florida

Dear Mr. Mendez:

Pan Geo Consultants, LLC. (PGC) has performed a geotechnical exploration at the above referenced area. The purpose of this exploration was to obtain information concerning the subsurface conditions at specific locations in order to evaluate the existing soils with respect to support of the planned construction. This report presents our findings and recommendations based upon the information examined at the time of this evaluation

PROJECT INFORMATION

Based on our conversations with you, we understand that plans for the project call for improvements to existing swales along NE 35th Ave from NE 165th St to NE 171st St. as well as the future construction of a bike lane along NE 35th Ave to NE 163th St. We have assumed that the future bike lane pavement section will be asphalt and base course.

We anticipate that final elevations will remain within one foot of present elevations; however the final elevation should be determined by a professional architect, professional engineer, or others qualified professional.

GENERAL SUBSURFACE CONDITIONS

Subsurface Soil Exploration

The exploration of subsurface conditions included site observation and three Standard Penetration Test borings (ASTM D-1586) performed to depths of 10 to 15 feet below grade, in order to evaluate the subsurface soil conditions along the proposed alignment.

The locations of the test borings are indicated on the attached Test Boring Location Plan which is presented in the Appendix of this report.

Test Boring Results

The test borings generally revealed a surficial layer of asphalt underlain by limestone fragments and fine sand (base course) to depths of five to eight inches. Medium dense fine sand and/or limestone fragments was observed below this layer to depths of approximately four to six feet, followed by soft peat and silt to depths of approximately six and a half to seven and a half feet. Loose to medium dense fine sand was then encountered below this layer to depths of approximately eight to eleven feet, underlain by medium hard to hard limestone to fifteen feet, the maximum depth explored.

Laboratory Test Results

Samples were extracted from the peat and silty sand layers encountered at depths of approximately four to ten feet in the soil profile for further laboratory testing, specifically water content and organic content. Samples returned water contents ranging from approximately 45% to 100%. Organic contents were found to range from approximately 42% to 91%. The above results indicate that said layers are highly compressible and further consolidation is likely. Individual test results are summarized in the table below:

Laboratory Test Results Table

Test Boring	Depths (Feet)	Soil Description	Moisture Content (%)	Organic Content (%)
B-1	8-10	Silty Sand and Peat	44.6	42.1
B-2	6-8	Peat	99.5	90.9
B-3	4-6	Peat	61.6	83.5

Groundwater Information

The immediate groundwater level was measured at the boring locations at the time of drilling. The groundwater level was encountered at approximately three to three and a half feet below the existing ground surface.

The immediate depth to groundwater measurements presented in this report may not provide a reliable indication of stabilized or long term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data **should not** be relied upon alone for project design considerations.

Further information regarding stabilized groundwater elevations at the site could be developed upon specific request.

DISCUSSION

The borings performed for this project indicated a near surface profile of medium dense to dense limestone fragments to depths of approximately four to six feet followed by an approximately two to three foot thick layer of peat and silty sand. Although said layers have likely consolidated significantly due to the overlying fill layer, future consolidation is still likely over time causing future settlement of the swales and bike lanes. Excavating and replacing the deleterious soils is not considered cost effective. Potential measures to reduce cracking of the proposed bike lane include a geogrid and or periodic repair of the asphalt surface.

Design of the swales should also plan for future settlements. Once plans are more finalized we should be contacted in order to estimate settlements.



We are available for further discussions regarding this project with the interested parties.

If conditions are encountered which are not consistent with the findings presented in this report, this office shall be notified immediately so that the condition or change can be evaluated and appropriate action taken.

Our client for this geotechnical evaluation was:

Chen Moore and Associates
2103 Coral Way, Suite 401
Miami, FL 33145

The contents of this report are for the exclusive use of the client, the client's design & construction team and governmental authorities for this specific project exclusively. Information conveyed in this report shall not be used or relied upon by other parties or for other projects without the expressed written consent of PGC. This report discusses geotechnical considerations for this site based upon observed conditions and our understanding of proposed construction for foundation support. Environmental issues including (but not limited to), soil and/or groundwater contamination, methane are beyond our scope of service for this project. As such, this report shall not be used or relied upon for evaluation of environmental issues.

If conditions are encountered which are not consistent with the findings presented in this report, or if proposed construction is moved from the location investigated, this office shall be notified in writing immediately so that the condition or change can be evaluated and appropriate action taken.

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been presented after being prepared in accordance with general accepted professional practice in the field of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.



We appreciate the opportunity to provide these services for you and look forward to completing this and other projects with you. If we can be of any further assistance with the design or construction services, or if you need additional information, please feel free to contact us at your convenience.

Sincerely,
PAN GEO CONSULTANTS, LLC

Paul C. Catledge, P.E. #68448
Principal

Attachments: Test Location Plan
Test Boring Logs



APPROXIMATE LOCATIONS
NOT TO SCALE

TEST LOCATION PLAN
EASTERN SHORES SWALES & BIKE LANE
IMPROVEMENTS
NE 35TH AVE & 165TH - 171ST ST.
EASTERN SHORES, FLORIDA

PANGEO
CONSULTANTS

BORING NUMBER B-1

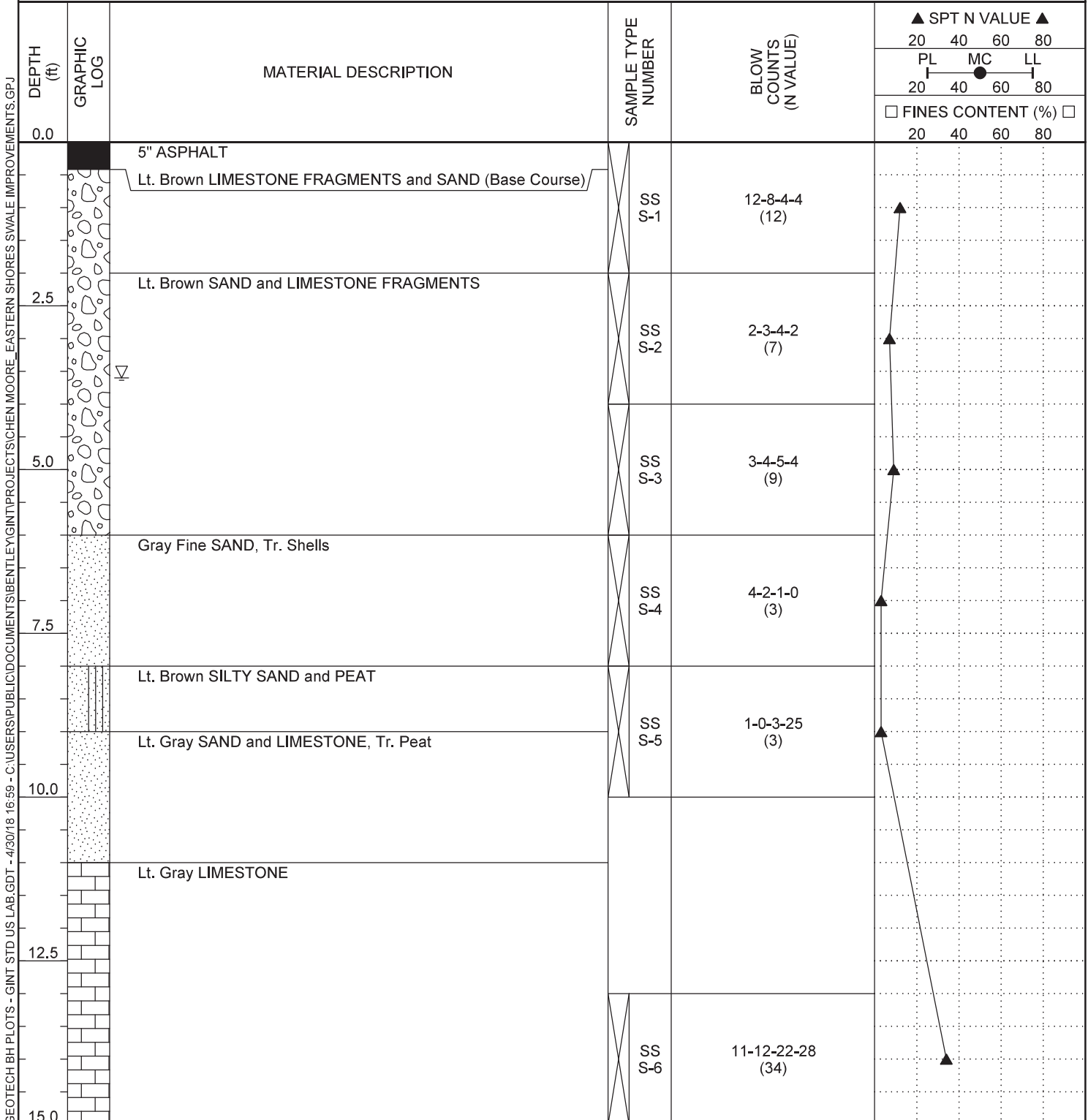
PAGE 1 OF 1



PanGeo Consultants
2109 SW 10th Ave
Ft. Lauderdale, FL 33315
Telephone: 9542004019

CLIENT CHEN MOORE & ASSOCIATES
PROJECT NUMBER CMA-4
DATE STARTED 4/5/18 COMPLETED 4/5/18
DRILLING CONTRACTOR DANCOR
DRILLING METHOD MUD ROTARY DRILLING
LOGGED BY JF CHECKED BY PCC
NOTES S/E CORNER OF NE 170TH ST. & NE 35TH AVE.

PROJECT NAME EASTERN SHORES SWALE & BIKE LN IMPROVE.
PROJECT LOCATION NE 35TH AVE & 165TH ST. - 171ST ST.
GROUND ELEVATION _____ HOLE SIZE 3 inches
GROUND WATER LEVELS:
▽ AT TIME OF DRILLING 3.60 ft
AT END OF DRILLING ---
AFTER DRILLING ---



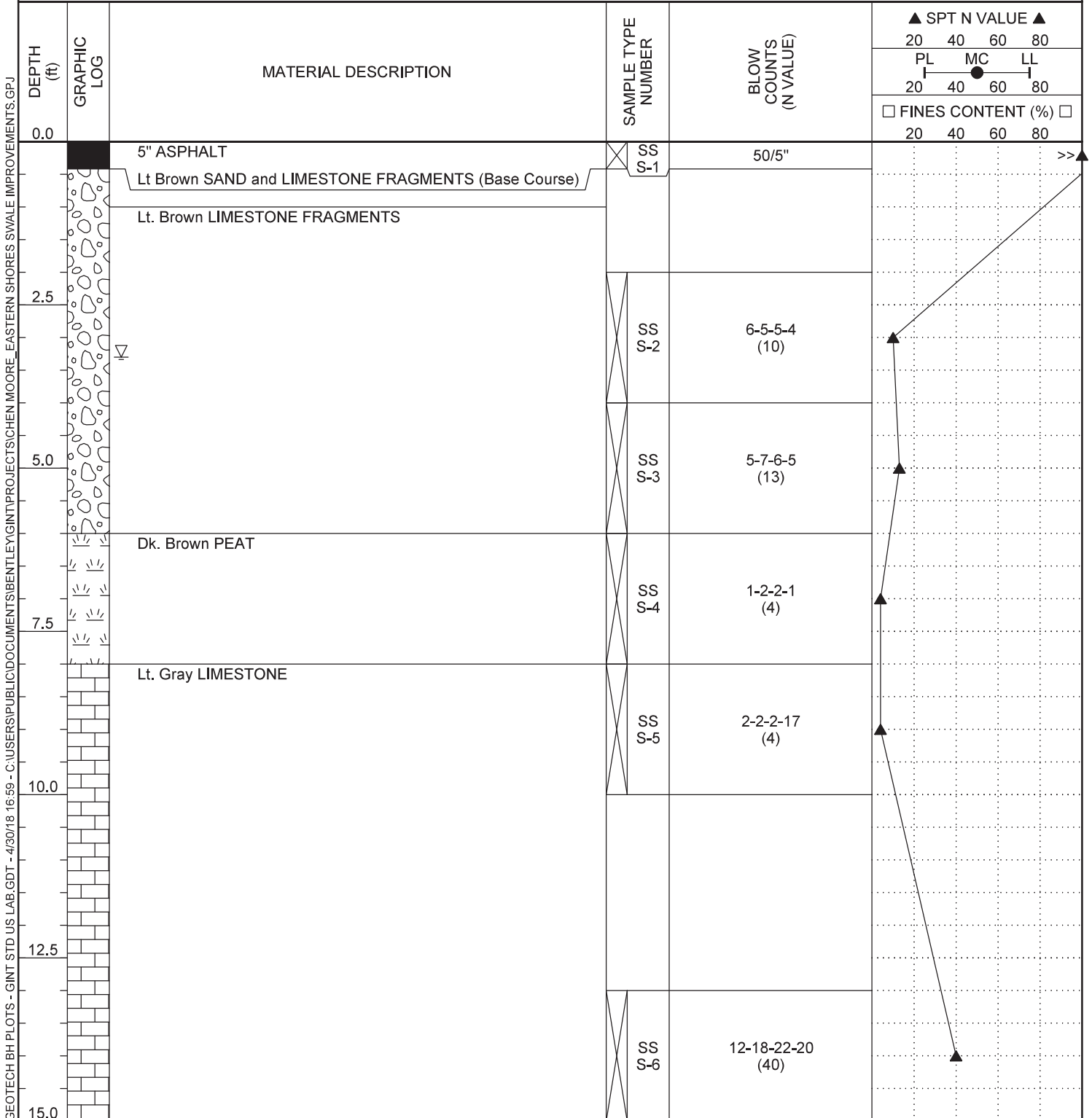
BORING NUMBER B-2



PanGeo Consultants
 2109 SW 10th Ave
 Ft. Lauderdale, FL 33315
 Telephone: 9542004019

CLIENT CHEN MOORE & ASSOCIATES
 PROJECT NUMBER CMA-4
 DATE STARTED 4/5/18 COMPLETED 4/5/18
 DRILLING CONTRACTOR DANCOR
 DRILLING METHOD MUD ROTARY DRILLING
 LOGGED BY JF CHECKED BY PCC
 NOTES S/E CORNER OF 164TH ST. & NE 35TH AVE.

PROJECT NAME EASTERN SHORES SWALE & BIKE LN IMPROVE.
 PROJECT LOCATION NE 35TH AVE & 165TH ST. - 171ST ST.
 GROUND ELEVATION _____ HOLE SIZE 3 inches
 GROUND WATER LEVELS:
 ∇ AT TIME OF DRILLING 3.30 ft
 AT END OF DRILLING ---
 AFTER DRILLING ---



Bottom of borehole at 15.0 feet.

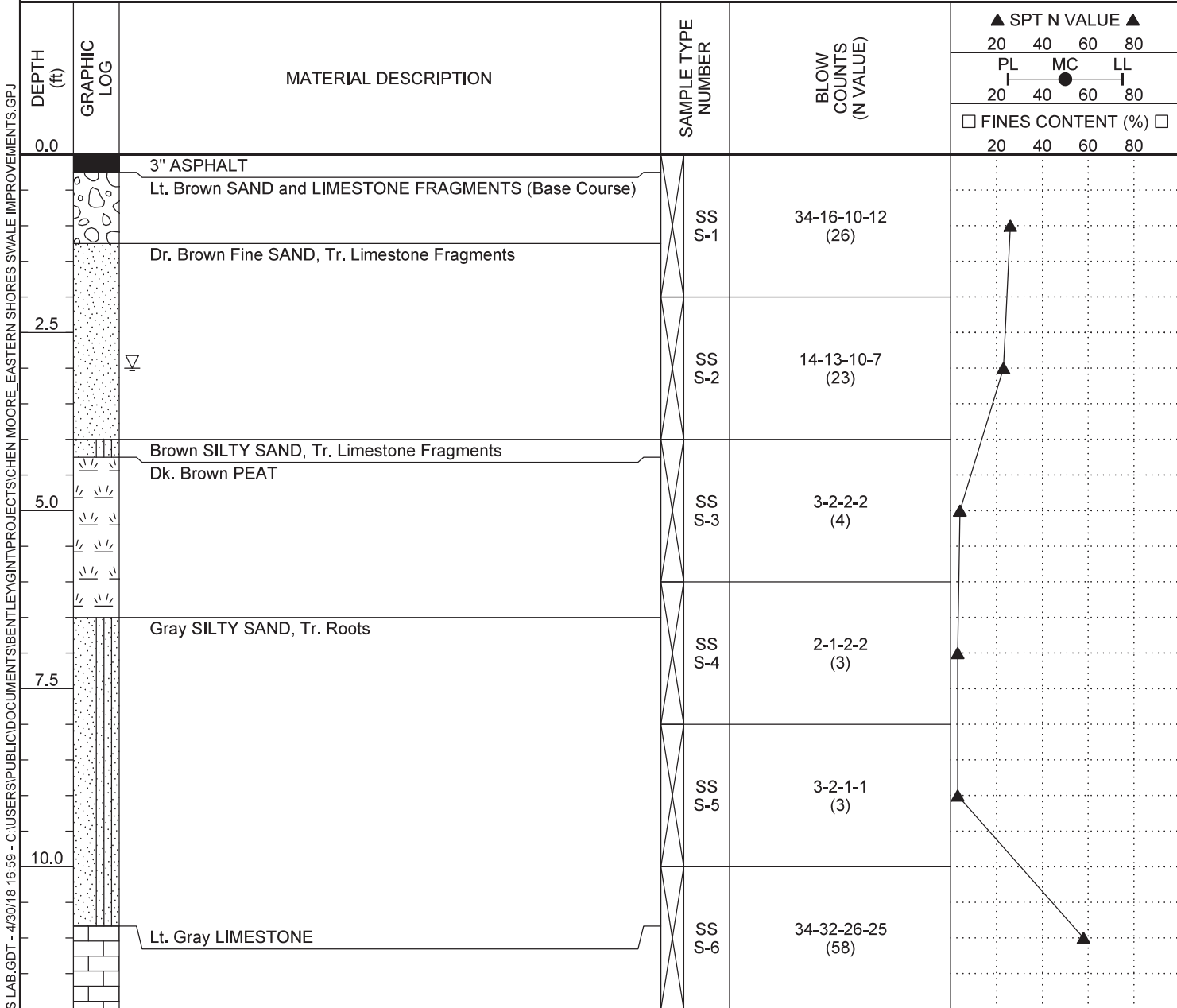
BORING NUMBER B-3



PanGeo Consultants
 2109 SW 10th Ave
 Ft. Lauderdale, FL 33315
 Telephone: 9542004019

CLIENT CHEN MOORE & ASSOCIATES
 PROJECT NUMBER CMA-4
 DATE STARTED 4/5/18 COMPLETED 4/5/18
 DRILLING CONTRACTOR DANCOR
 DRILLING METHOD MUD ROTARY DRILLING
 LOGGED BY JF CHECKED BY PCC
 NOTES S/E CORNER OF NE 168TH ST & NE 35TH AVE.

PROJECT NAME EASTERN SHORES SWALE & BIKE LN IMPROVE.
 PROJECT LOCATION NE 35TH AVE & 165TH ST. - 171ST ST.
 GROUND ELEVATION _____ HOLE SIZE 3 inches
 GROUND WATER LEVELS:
 ∇ AT TIME OF DRILLING 3.00 ft
 AT END OF DRILLING ---
 AFTER DRILLING ---



GEOTECH BH PLOTS - GINT STD US LAB.GDT - 4/30/18 16:59 - C:\USERS\PUBLIC\DOCUMENTS\BENTLEY\GINT\PROJECTS\CHEN MOORE_EASTERN SHORES SWALE IMPROVEMENTS.GPJ

APPENDIX C



PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT AND LOCATION PROJECT OR CONTRACT NO.
 OMB No.: 1235-0008 Expires: 04/30/2021

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) STATUS OF EMPLOYER OR EMPLOYMENT TYPE	(3) WORK CLASSIFICATION	(4) DAY AND DATE				(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
										WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		

City of North Miami Beach

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date

_____, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ day of _____, _____; that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

APPENDIX D

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
NAME OF PRIME CONTRACTOR			LAST NAME	FIRST NAME	MI
			STREET ADDRESS		
NAME OF EMPLOYER			CITY		STATE
					ZIP CODE
SUPERVISOR'S NAME			WORK CLASSIFICATION		
LAST NAME	FIRST NAME	MI			WAGE RATE

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?
 YES NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

SECTION 4.0 BID SUBMITTAL – REQUIRED FORMS

NAME OF COMPANY:

[Text Box]
(NAME OF COMPANY SUBMITTING BID)

SIGNATURE: [Text Box] [Text Box] [Text Box]
NAME TITLE DATE

Tax ID No.: [Text Box]

E-MAIL ADDRESS: [Text Box]

ADDRESS: [Text Box]

TELEPHONE NO.: [Text Box]

FAX NO.: [Text Box]

Do you give prompt payment discounts?

Yes, Percentage of discount [Text Box] % Term [Text Box] No

I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to submit this Bid.

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SECTION 5.0 REQUIRED FORMS

The must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- 5.1 Drug Free Workplace Program
- 5.2 Solicitation, Giving, and Acceptance of Gifts Policy
- 5.3 Indemnification Clause
- 5.4 Sworn Statement pursuant to section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 5.5 Anti-Kickback Affidavit
- 5.6 Non-Collusive Affidavit
- 5.7 Bidder Questionnaire
- 5.8 Trench Safety Act Compliance
- 5.9 E-Verify Affirmation Statement

5.1 DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:

Title:

Date:

5.2 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements.
- Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Name:

Title:

Date:

5.3 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or

omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:

Title:

Date:

5.4 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By:

Name:

Title:

For: Legal business name:

Federal Employer I.D. no. (FEIN):

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:).

Whose business address is:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:

Title:

Date:

5.5 ANTI-KICKBACK AFFIDAVIT

I, the undersigned, say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:

Title:

Date:

5.6 NON-COLLUSIVE AFFIDAVIT

a) He/she is the , (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

c) Such Bid is genuine and is not collusive or a sham Bid;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:

Title:

Date:

5.7 BIDDER QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:

2. Doing Business As/Fictitious Name (if applicable):

3. Federal Employer I.D. no. (FEIN):

4. Dun and Bradstreet No.:

5. Website address (if applicable):

6. Principal place of business address:):

7. Office location responsible for this project:

8. Telephone no.:

Fax no.:

9. Type of business (check appropriate box):

Corporation (specify the state of incorporation):

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in)

Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

11. List name and title of each principal, owner, officer, and major shareholder:

a)

b)

c)

d)

12. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the City. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a)

b)

c)

d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No

- 14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No

- 15. Specify the type of services or commodities your firm offers:

- 16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

- 17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No
- 18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with the City recorded as the original purchaser? The City reserves the right to verify prior to a recommendation of award. Yes No
- 19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
- 20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
- 21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
- 22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No
- 23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No

Questions 24 - 27 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

24. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet

- 25. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
- 26. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No
- 27. What equipment does your firm own that is available for this contract?

28. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Please attach certificate of competency and/or State registration.

[Redacted box]

29. Firm has attached a current Certificate of Liability Insurance? Yes No

30. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Check one: Yes No

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. If any of the following references are inaccessible or not relevant, additional references may be requested by the City.

Reference 1:

Scope of Work: [Redacted]
Contract/Project Title: [Redacted]
Agency: [Redacted]
Contact Name/Title: [Redacted]
Contact Telephone: [Redacted]
Email: [Redacted]
Contract/Project Dates (Month and Year): [Redacted]
Contract Amount: [Redacted]

Reference 2:

Scope of Work: [Redacted]
Contract/Project Title: [Redacted]
Agency: [Redacted]
Contact Name/Title: [Redacted]
Contact Telephone: [Redacted]
Email: [Redacted]
Contract/Project Dates (Month and Year): [Redacted]
Contract Amount: [Redacted]

Reference 3:

Scope of Work: [Redacted]
Contract/Project Title: [Redacted]
Agency: [Redacted]
Contact Name/Title: [Redacted]
Contact Telephone: [Redacted]
Email: [Redacted]
Contract/Project Dates (Month and Year): [Redacted]
Contract Amount: [Redacted]

32. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN

SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

NAME

Name:

Title:

Date:

5.8 TRENCH SAFETY ACT COMPLIANCE

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods of compliance:

Methods of Compliance

Total

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq., cited as the "Trench Safety Act". Bidder is, and the Owner and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:

Title:

Date:

5.9 E-VERIFY AFFIRMATION STATEMENT

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:

Title:

Date:

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SECTION 6.0 SAMPLE AGREEMENT (DO NOT COMPLETE)

**AGREEMENT No. (BID NUMBER)
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
(VENDOR NAME)**

THIS AGREEMENT is made and entered into as of this ____ day of _____, **2020**, by and between **(Vendor Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Vendor Address)** (hereinafter referred to as the "CONTRACTOR"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Invitation to Bid (ITB) No. BID NUMBER (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement - This written agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment - The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on

the part of the City to verify in every detail conformance with plans and specifications.

- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the city, authorizing a revision of an underlying agreement between the city and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of North Miami Beach, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion and Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The date specified in the Notice to Proceed given by the City to the Contractor indicating when the Contract Time will commence to run and on which the Agreement becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved by the City Commission or if City Commission approval is not required it is the date on which the Agreement is fully executed by the City.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosively, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of North Miami Beach.
- 1.21 Inspection - The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed - A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) - means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project - The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date - A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work - The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows: **“(BID NO. and Title)”**.
- 2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

PROJECT DESCRIPTION

The Work of the Contract comprises the (Project Title and Description)

The proposed modifications are located in the City of North Miami Beach, Florida, in an area located at (Project Location).

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Judeen Johnson, Public Works Director whose address is 17050 NE 19th Ave. North Miami Beach, FL 33162. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.3 Notice of Award and Notice to Proceed.
- 4.4 General Conditions as amended by the Special Conditions.
- 4.5 Technical Specifications.
- 4.6 Plans/Drawings

- 4.7 Bid Form and supplement Affidavits and Agreements.
- 4.8 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.9 Invitation to Bid No., , Instructions to Bidders and Bid Bond.
- 4.10 Contractor's response to the City's Invitation to Bid No., , dated _____, 20__.
- 4.11 Schedule of Completion and Schedule of Values.
- 4.12 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.13 Any Additional documents that are required to be submitted under the Agreement.
- 4.14 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee)
- b. This Agreement dated _____, and any attachments.
- c. Invitation to Bid No., and the specifications prepared by the City.
- d. Contractor's response to the City's Invitation to Bid No., , dated _____, 20__.
- e. Schedule of Values.
- f. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning

are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. Each work order shall commence within _____calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within _____calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within _____calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.4 The initial contract term shall commence upon date of award by the City and shall expire _____year from that date. The City reserves the right to extend the contract for_____, additional _____year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.5 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.

The parties expressly agree that the Contract Price which shall not exceed the amount of \$ _____constitutes the total maximum compensation payable to the Contractor for performing the Work, plus any Work done pursuant to a Change Order. Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

- 6.2 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense

without change in the Contract price.

ARTICLE 7 – PAYMENT PROCEDURES

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-built), specifications, addenda, modifications and shop drawings. Including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or

performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours:

8.10.1 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of North Miami Beach) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of North Miami Beach, County of Dade, and State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and

shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
- 8.16.1 Flow of material and equipment from suppliers.
 - 8.16.2 The interrelated work with affected utility companies.
 - 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
 - 8.16.4 The effort of independent testing agencies.
 - 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.17 Project Record Documents and As-Built (Record Drawings): The Contractor shall keep one record copy of all specifications, plans addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager for examination and shall be delivered to the Project Manager upon completion of the Work. Upon completion of the project and prior to final payment, an as-built (record drawings) of the Project shall be submitted to the Project Manager.

The as-built drawings shall be signed and sealed by a Florida Registered Professional Surveyor and Mapper, Engineer, Architect or Landscape Architect depending on the type of drawing.

8.18 Safety and Protection:

- 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
 - 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
 - 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property

caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation,

restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.
- 8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a

Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm.

Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a

period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

8.26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTED CONTRACTS:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Additionally, the contractor assures that **they, the** sub recipient or **the** subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the

Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds:

The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Dade County, Florida a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety ("Bon"), in accordance with Section 255.05, Florida Statutes (2014) as may be amended or revised, as security for faithful performance and payment of all of the Contractors obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective

workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of coverage.

A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.

C. Contractor shall as a condition precedent of this Agreement, furnish to the City of North Miami Beach, c/o Project Manager, 17050 NE 19th Ave., 2nd Floor, North Miami Beach, FL 33162. Certificate(s) of Insurance upon

execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder’s Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against “all risks” of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

10.3.3 Commercial General Liability

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - Each Occurrence \$1,000,000
 - Project Aggregate \$1,000,000
 - General Aggregate \$2,000,000
 - Personal Injury \$1,000,000
 - Products/Completed Operations \$1,000,000

- B. Endorsements Required:
 - City of North Miami Beach included as an Additional Insured Broad Form
 - Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed
 - Operations Independent Contractors
 - Owners and Contractors Protective Liability
 - Contractors Pollution Liability

10.3.4 Business Automobile Liability

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - All Autos used in completing the contract Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000

- B. Endorsements Required:
 - Waiver of Subrogation

10.3.5 Workers’ Compensation and Employer’s Liability Insurance

Limits: Workers’ Compensation – Per Florida Statute 440
 Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of North Miami Beach must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

10.3.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

10.3.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY BID NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in

accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: The Contractor shall give the Project Manager timely (minimum of thirty six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.

11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.

11.2.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the City or by a professional testing firm designated by the City. The City will pay for sampling and testing if the test results are passing. The Contractor will reimburse the City for sampling, testing, and retesting costs associated with failing tests.

11.2.3 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.